

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 13-Jun-2005	4. REQUISITION/PURCHASE REQ. NO. W81W3G-0A76-0002		5. PROJECT NO.(If applicable)
6. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201	CODE W912DR	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W912DR-05-R-0002	
		X	9B. DATED (SEE ITEM 11) 31-Mar-2005	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The solicitation for the Public-Private Competition of the US Army Corps of Engineers Directorate of Public Works functions is amended to make changes are indicated on the attached Summary of Changes. The proposal due date is not changed as a result of this amendment.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 13-Jun-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SUMMARY OF CHANGES:

Section J is amended to add the Labor Management Contract between for US Army Corps of Engineers, Waterways Experiment Station and American Federation of Government Employees, Local 3310, effective May 4, 1999 and the Negotiated Agreement between US Army Cold Regions Research and Engineering Laboratory and National Federation of Federal Employees Local 1472, Hanover, New Hampshire, May 1995.

Section L is revised. A new Section L is attached to this amendment. Areas are highlighted in bold to signify the changes.

- (1) L.2.5 is revised.
- (2) L.3.1.(b)
- (3) L.5.1.4 (TAB-B, SF-33)
- (3) L.5.1.4 (TAB-E, Section K)
- (4) L.6.6.2, Key Personnel Qualifications
- (5) L.6.8 wording of “determine a competitive range” has been removed
- (5) L.7.1 (TAB B and C) – Word “draft” has been removed.
- (6) L.7.1 (TAB-D)
- (7) L.7.1 (TAB F)
- (8) Past Performance and Past Experience have been separated into two separate evaluation factors.

Section M is revised. A new Section M is attached to this amendment. Areas are highlighted in bold to signify the changes.

- (1) Definition in “Neutral” has been revised (wording for Past Experience has been removed).
- (2) **Factors to be Evaluated** have been revised.

PWS, is amended as follows:

C.1.6.3.2, Level II and Level III - Individual service calls or orders which will require a total of 32 or more work-hours to perform (and the work is over \$2,000) shall be considered to be repair work subject to the Davis Bacon Act (DBA). Individual service calls or orders which will require less than 32 work-hours to perform (and the work is less than \$2,000) shall be considered to be maintenance subject to the Service Contract Act (SCA). Painting work of 200 square feet or more to be performed under an individual service call or order shall be considered to be subject to the DBA regardless of the total work-hours required.

DPW Labor Agreements

LABOR-MANAGEMENT CONTRACT

BETWEEN

**U.S. ARMY ENGINEER
WATERWAYS EXPERIMENT STATION**

AND

**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES,
LOCAL 3310**

EFFECTIVE DATE: MAY 4, 1999

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PREAMBLE

"There is no inherent conflict between careful planning, tight management and constant reassessment on one hand, and compassionate concern for the plight of the deprived and afflicted on the other. "Waste and inefficiency never fed a hungry child, provided a job for a willing worker or educated a deserving student" (J. Carter)

This contract is made by and between the U.S. Army Engineer Waterways Experiment Station (WES), Vicksburg, Mississippi, hereinafter referred to as the "Employer" and the American Federation of Government Employees, Local 3310, hereinafter referred to as the "Union" and collectively referred to as the "Parties."

Pursuant to the policy set forth in Public Law 95-454 of Title 5 Chapter 71 of the United States Code, Executive Order 12871, and subject to all applicable laws, Government wide regulations and other legal authorities which may be relevant, the following articles constitute a contract between the Parties.

PURPOSE

It is the intent and purpose of the Parties to develop and maintain constructive relationships and pledge themselves to cooperative efforts in contributing to efficient administration of the Waterways Experiment Station relating to its programs and mission, and the well being of its employees within the meaning of Title VII of the Civil Service Reform Act of 1978 to establish a basic understanding of personnel practices and procedures and matters affecting conditions of employment, and to provide means of discussion and adjustment of matters of mutual interest.

Whereas, the Union agrees to support the Employer in an effort to eliminate waste, combat absenteeism, conserve materials and supplies; ensure timely completion of work; improve the quality of workmanship; encourage the submission of improvement and cost reduction ideas; prevent accidents and promote the development of good will between the Employer, the Union and the local communities. Whereas, the Employer agrees that supervisors at all levels are expected to provide positive leadership as an example to the employees serving under their supervision and to instill in their subordinates a sense of

belonging and responsibility and with dignity in all aspects of personnel management.

The Congress finds that experience in both private and public employment indicates that the statutory protection of the rights of employees to organize, bargain collectively, and participate through labor organizations of their choosing in decisions that effect them:

1. Safeguards the public interest.
2. Contributes to the effective conduct of public business.
- 3.. Facilitates and encourages the amicable settlement of disputes between Employer and its employees involving conditions of employment.

While either party may delegate their authority, ultimate responsibility for administering this contract rests with the Director and the Union President. This contract also sets forth negotiated policies and procedures to be used by Employer's officials in dealing with bargaining unit employees. This contract defines the negotiated rights and duties of the Employer, the employee, and the Union.

Having recognized their respective roles under the Act, the Employer and Union do enter into this contract.

ARTICLE 1
RECOGNITION AND UNIT DEFINITION

SECTION 1. The Employer recognizes the Union as the exclusive representative of all employees in the Unit defined in Section 2 below. The Union will recognize the responsibility of representing the interest of all employees in the Unit without discrimination and without regard to labor organization membership with respect to grievances, personnel policies, practices, procedures, and other matters affecting their condition of employment.

SECTION 2. The American Federation of Government Employees, Local 3310 Unit is defined as:

a. All the non-supervisory Wage Grade (WG) employees employed by the U.S. Army Corps of Engineers Waterways Experiment Station, Vicksburg, Mississippi.

b. All non-professional General Schedule (GS) employees employed by the U.S. Army Corps of Engineers Waterways Experiment Station, Vicksburg, Mississippi.

c. Except all Professional employees and employees engaged in Federal personnel work in other than purely clerical capacity, confidential employees, management officials, and supervisors as defined in 5 USC 7112(b) (2) (3) (4) (5) (6) and (7). This group of employees is hereinafter referred to as the "Unit", "employees", or "bargaining unit".

ARTICLE 2
PROVISION OF LAWS AND REGULATIONS

SECTION 1. In the administration of all matters covered by this Agreement, officials and employees shall be governed by existing or future laws that do not conflict with this contract. However, it is understood by the parties that if there are Government-wide regulations, or laws issued by Congress, that are in conflict, they will be the governing authority. Regulations becoming effective after the effective date of this Agreement shall be binding upon officials and employees only to the extent the terms of such regulations are not in conflict with the provisions of this Agreement. In any conflict between the terms of this Agreement and any regulation, policy letter, manual, etc., regardless of date of issuance, the terms of this Agreement will govern. Should the Employer feel that a regulation or policy, which conflicts with this contract, is the governing authority, the Activity shall inform the Union and attempt settlement. If settlement is not achieved, the parties will request arbitration in accordance with this contract.

SECTION 2. The requirements of this Article shall apply to all supplemental, implementing, or amendment agreements between the parties.

**ARTICLE 3
MANAGEMENT RIGHTS**

SECTION 1. Subject to Section 2 below, nothing in this contract shall affect the authority of the Employer:

a. to determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and

b. in accordance with applicable laws,

(1) to hire, assign, direct, layoff and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer's operations shall be conducted;

(3) with respect to filling positions, to make selection for appointments from:

a) Among properly ranked and certified candidates for promotion; or

b) Any other appropriate source; and

(4) to take whatever action may be necessary to carry out the Employer's mission during emergencies;

SECTION 2. Nothing in this contract shall preclude the Employer and the Union from negotiating:

a. the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. procedures which management officials of the Employer will observe in exercising any authority under this Section; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this Section by such management officials.

ARTICLE 4
EMPLOYEES RIGHTS

SECTION 1. It is agreed that each employee in the Unit shall have the right to form, join and/or assist the Union or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Such rights shall extend to acting for the Union in the capacity of a representative and the right in that capacity, to present the views of the Union to representatives of the Agency and other officials of the Government; to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

SECTION 2. If the employee wishes to discuss a problem or potential grievance with a union representative, the employee shall have the right to contact and meet with the union representative on duty time. The employee will be released from duties to contact and meet with the union representative when he/she requests to exercise this right, unless there is a pressing operational exigency.

SECTION 3. Employees have the right to direct their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by the Employer so long as such activities do not conflict with job responsibilities.

SECTION 4. The employee has a right to participate or not in any worthy programs (i.e., Combined Federal Campaign, Bond Drives, Blood Donor Drives, etc.) on a voluntary basis. Contributions for gifts for employees will be strictly voluntary.

SECTION 5. All new bargaining unit employees will be informed by the Employer that the Union is the exclusive representative of the employees of the Employer.

SECTION 6. The employee has the right to union representation and to file a complaint/grievance without fear of coercion or reprisal.

SECTION 7. Each new bargaining unit employee shall have the right to ready access of a copy of this Agreement.

SECTION 8. It is the employee's right to refuse to sign any original, or copy, of any evaluation, disciplinary, or adverse action form(s) or letter(s). The employee's signature merely indicates that employee acknowledges receipt and is provided a true copy of the document(s) at the time of the employee's signing.

SECTION 9. The employee shall have the right to due considerations under the Douglas Factor in disciplinary actions which is described in this Contract in the **ADVERSE AND DISCIPLINARY ACTION** Article 21.

SECTION 10. All employees shall be treated fairly, equitably and with dignity in all aspects of personnel management, without regard to political affiliation, race, color, religion, national origin, sex, marital status, age or handicapping condition and with proper regard and protection of their privacy and constitutional rights. It is agreed that management will endeavor to establish working conditions, which will be conducive to enhancing and improving employee morale and efficiency.

SECTION 11. Employees have the right to the following:

- a. Appropriate education and training
- b. Expect constancy of purpose
- c. Elimination of barriers
- d. Elimination of fear
- e. Provide input
- f. Influence change
- g. Valid information
- h. Pride of workmanship
- i. Recognition for superior performance
- j. Adequate resources to perform the work
- k. Suitable working conditions
- l. Exercise teaming
- m. Be treated honestly, fairly, and respectfully
- n. Have authority and accountability for assigned work
- o. Union Representation
- p. Work in a safe and drug free environment

SECTION 12. The right of the employees, individually or collectively, to petition Congress or a member of Congress, the United States Executive Branch, or to either House of Congress, or a committee member thereof, may not be interfered with or denied.

SECTION 13. The Parties recognize that in accordance with current governing regulations, unit employees will not be held monetarily liable for government property except where the loss, damage or destruction of such property is the result of negligence or misconduct on the part of the employee.

SECTION 14. The Employer will not intentionally require an employee to violate laws.

SECTION 15. Upon request, the Employer agrees to provide general information concerning the nature of the document and/or answer questions concerning any document that an employee may be requested to sign.

SECTION 16. All unit employees have the right to union representation (including remote sites) including an attorney or any other selected representative. This includes employees who are either appealing any action(s) taken against them or denied to them by the Employer or its representative(s); or who are filing any form of Statutory, Regulatory, or Contractual complaint through out the entire appeal/complaint processes.

SECTION 17. It is the right of the employee to be given a copy of the most up to date edition of "When Injured at Work" (or its equivalent) at the same time the employee makes either an oral or written report of being injured.

SECTION 18. The employee has the right to consistent and non-conflicting instructions. It is the employee's right to report conflicting supervisory instructions to the last supervisor providing instruction in so that a resolution can be made. The employee shall perform the duty as assigned by the last supervisor, providing such performance will not cause a violation of law, rule, statute, this contract or when the employee has a reasonable belief that they are in imminent risk of death or serious bodily harm and does not have sufficient time to seek redress through normal abatement procedures.

SECTION 19. It is the right of an employee who exercises his right to serve as a union official or representative to be treated analogous as all other employees concerning overtime, leave request and approval, promotions, awards, adverse and disciplinary actions, arrival and departure from work, and the enforcement of all laws, rules, regulations, policies, and this contract.

SECTION 20. Guidelines for Federal Employees Covered Under the New Hatch Act Amendments. The following list contains examples of both permissible and prohibited activities for covered employees. The Office of Special Counsel is responsible for investigating reports or complaints concerning Hatch Act violations.

1-800-85-HATCH (854-2824)

- * May be candidates for public office in nonpartisan elections
- * May register and vote as they choose
- * May assist in voter registration drives
- * May express opinions about candidates and issues
- * May contribute money to political organizations
- * May attend political fund raising functions
- * May attend and be active at political rallies and meeting
- * May join and be an active member of a political party or club
- * May sign nominating petitions
- * May campaign for or against referendum questions, constitutional amendments, municipal ordinances
- * May campaign for or against candidates in partisan elections
- * May make campaign speeches for candidates in partisan elections
- * May distribute campaign literature in partisan elections
- * May hold office in political clubs or parties
- * May not use their official authority or influence to interfere with an election
- * May not collect political contributions unless both individuals are members of the same federal labor organization or employee organization and the one solicited is not a subordinate employee
- * May not knowingly solicit or discourage the political activity of any person who has business before the agency
- * May not engage in political activity while on duty
- * May not engage in political activity in any government office
- * May not engage in political activity while wearing an official uniform
- * May not engage in political activity while using a government vehicle
- * May not solicit political contributions from the general public
- * May not be candidates for public office in partisan election

Employees of the following agencies or specified job categories may not take an active part in political management or political campaigns: Federal Election Commission, MSPB, FBI,

OSC, Justice Dept.-Criminal Div., IRS-Office of Criminal Investigation, Secret Service, Customs-Office of Investigative Program, CIA, ATF-Office of Law Enforcement, National Security Council, Administrative Law Judges, National Security Agency, Contract Appeals Board Members, Defense Intelligence Agency, and the Senior Executive Service.

ARTICLE 5
ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

The actions covered by this article include withholding of within-grade-increase, reduction in grade and removal for unacceptable performance.

SECTION 1. WITHHOLDING OF WITHIN-GRADE-INCREASE.

When the supervisor's evaluation leads to a conclusion that the employee's performance is minimally successful, the supervisor shall provide the following to the employee:

- a. the reasons for the negative determination and the areas in which the employee must improve in order to receive a within grade-increase;
- b. an explanation if the negative determination is not consistent with the most recent performance appraisal;
- c. notice to the employee of his or her right to request reconsideration in writing;
- d. the length of time, not to exceed fifteen days, that the employee has to request reconsideration; and
- e. the name of the official to whom the request is to be submitted.

SECTION 2. REDUCTION-IN-GRADE/REMOVAL.

An employee whose reduction-in-grade or removal under this Article is proposed shall be provided at least thirty (30) days advance notice, from the date of the final decision, identifying:

- a. specific instances of unacceptable performance;
- b. the critical elements of the employee's position involved in each instance of unacceptable performance;
- c. the right to be represented, either by a Union Representative or a personal representative,

SECTION 3. No bargaining unit employee will be subject to removal or reduction-in-grade for unacceptable performance

unless that employee's performance fails to meet established performance standards.

SECTION 4. The final decision regarding a proposed reduction-in-grade or removal action based on unaccepted performance will be decided by an official in a higher position than the official who proposed the action.

SECTION 5. If the Employer's decision is to effect an action based upon unacceptable performance, the employee may appeal the decision to the Merit System Protection Board in accordance with the applicable law/regulation or under the grievance/arbitration procedures in this Contract. Under no circumstance may an employee appeal the same action under this Article to both MSPB and the grievance/arbitration procedures in this Contract.

SECTION 6. THE PERFORMANCE IMPROVEMENT PLAN (PIP).

Each PIP should clearly identify the number of workdays the employees will be on the PIP. The PIP should identify attainable goals. PIP's should not be less than 90 workdays. If appropriate, training should be used to assist the employee in meeting the PIP. Once unacceptable performance in critical elements has been identified, the employee is to be given an opportunity to improve. If the Employer finds itself with standards that do not permit the proper definition of acceptable performance, the agency may, at the conclusion of one performance improvement period, provide the employee fair notice of what constitutes acceptable performance and initiate another improvement period. The requirements incumbent upon the Employer in effecting a proper Chapter 43 removal or demotion action are to have in place an approved performance appraisal system, communicate the written performance standards and "critical elements" of an employee's position to the employee at the beginning of the appraisal period, warn of inadequacies in "critical elements" during the appraisal period, and counsel and afford an opportunity for improvement after proper notice. In performance based actions, an employee may be removed only for unacceptable performance. All action taken based on unacceptable performance must be regulated under the OPM-approved appraisal system.

SECTION 7. Performance related information used by the supervisor to document unacceptable performance and develop plans to improve performance will be removed from the supervisors files and given to the employee one year after the

employee has successfully completed the Performance Improvement Period.

ARTICLE 6
DRUG TESTING/CIVILIAN DRUG ABUSE TESTING PROGRAM

SECTION 1. The Department of Army has established a drug abuse testing program for civilian employees in accordance with the provisions of EO 12564, Department of Defense Directive 1010.9 and the Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs (government-wide regulations). The program has the following objectives:

- a. To assist in determining fitness for appointment to, or retention in a testing designated position.
- b. To identify drug abusers and notify them of the availability of appropriate counseling, referral, rehabilitation services or other medical treatment.
- c. To assist in maintaining national security and the internal security of the Army by identifying those whose drug abuse could cause disruption in operations, destruction of property, threats to safety for themselves or others, or the potential for unwarranted disclosure of classified information through drug related blackmail.

SECTION 2. The Department of Army has identified occupational series as Testing Designated Positions (TDP's). At this time, the WES bargaining unit has no positions designated as TDP's.

SECTION 3. If WES bargaining unit TDP's are identified, prior to any management action in unit employee communication or testing, or establishment of a committee, the Union will be notified in accordance with the provisions of this contract and offered the opportunity to negotiate.

SECTION 4. The Activity and the Union agree that the establishment and administration of a Drug Free Work-Place Program will be beneficial to all, including the Activity, the Union and the workers.

SECTION 5. The parties agree that while WES currently requires no drug testing, the term "drug testing" as required by others means "urinalysis" at this time.

SECTION 6. Drug tests, searches, and seizures are to be administered only according to applicable laws, rules, and regulation and this contract. Race, gender, age, and other

discriminating factors shall not be used as the basis for testing, searching, and seizures. A listing of those tested by race gender, age and national origin will be furnished the Union.

SECTION 7. The employee shall have the right to voluntarily identify himself as a user/abuser of alcohol and/or drugs (legal or illegal) under the protection of "Safe Harbor" to the Employer's EAP program, prior to being so identified by other means, seek counseling or rehabilitation assistance without being subject to disciplinary action for prior use or abuse. When an employee may seek rehabilitation assistance for drug abuse problems under Safe Harbor, the employee shall be assured that this information will be held in the strictest confidence.

ARTICLE 7
UNION (AFGE) RIGHTS

SECTION 1. It is the Union's right to serve as the exclusive representative of all unit employees of the Employer. THEREFORE, AFGE is entitled to act for, and represent the interests of all employees of the Employer in the exercise of their rights under Public Law 95-454, appropriate laws, regulations, policies and this Contract.

SECTION 2. In all matters relating to personnel policies, practices, and other conditions of employment, the Employer, will have due regard for the obligations imposed by Public Law 95-454, this Contract, Policies, Laws, and Regulations.

SECTION 3. The Employer agrees to recognize designated Union Agents, Officials, Representatives, and Stewards. Unless otherwise notified, the Officials and Stewards who were made known to the Employer prior to the signing of this Contract shall so remain until the Employer is advised otherwise. The Employer agrees that the Union has a right to designate or elect its officials who are entitled to perform their duties in accordance with this Contract and Public Law 95-454.

SECTION 4. The Union has the right to be present at any formal discussions between one or more representatives of the Employer and one or more unit employees or their representatives concerning grievance or any personnel policy or practice or other general conditions of employment.

SECTION 5. The Union shall have the right to be present at any formal discussions between one or more representatives of the Employer and one or more unit employees or their representatives concerning grievable actions or any personnel policy practice or other general conditions of employment. The Union also shall have the right to be present at discussions where the employee reasonably believes that the discussion may result in disciplinary action against the employee, and the employee requests representation. The Employer agrees to publish the employee's right to be represented by the Union (Weingarten) in the Human Resource Bulletin annually.

SECTION 6. The Union shall retain its right to information. The Employer shall furnish to the Union, or its' authorized representative(s), at no cost to the Union, upon request, and to the extent not prohibited by law, data which:

(1) is normally maintained by the Employer or its agent in the regular course of business;

(2) is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

(3) does not constitute guidance, advice, counsel, or training provided for Management officials or supervisors relating to collective bargaining;

(4) information that is requested or a given under this contract (i.e. material relied upon to discipline an employee).

SECTION 7. When the Union is seeking information it shall submit the form on the following pages (or other means that contains the same information).

SECTION 8. The Union has the right to be provided a reasonable advance notice of investigative and discipline/adverse action interviews that involves unit employees so that the Union will have the opportunity to insure that a Union Representative(s) will be available to attend.

SECTION 9. Information furnished under this Contract, will be provided no later than 10 (ten) workdays or a reasonable time, whichever is less. The Employer agrees to acknowledge requests from the Union within 3 workdays of receipt. Should the Activity refuse to provide the requested information, it will notify the Union, in writing as to the reason for such denial.

SECTION 10. Should any employee select a union representative, the representative shall be present at any and all interviews with the employee and shall receive a copy of information, material, evidence, list of witnesses, that is either relied upon or given to the employee. Only such documentation provided to the employee and the Union shall be used for any actions taken.

SECTION 11. The Union has the right to post on ALL official bulletin boards a Union prepared notice of exclusive recognition granted to the Union with a list of the Union's designated representatives with the locations, names, telephone numbers and a statement of Employee and Union rights. The Union will keep this information accurate and current, and will post Union provided revisions throughout the life of the Contract. Employer agrees to post this information at remote (off WES) sites, provided bargaining unit employees are assigned to the site.

SECTION 12. The Union shall have the right to provide accurate and factual information relative to Union membership to new employees. If WES initiates formal orientation of employees in the future, the Union will be afforded the opportunity to provide information to the unit employees. The Employer will notify the Union of the name and duty location of new employees in the bargaining unit within 10 workdays of the date on which they enter on duty.

SECTION 13. The Union shall have the right to provide information relative to union membership to new unit employees. The Union may provide material for placement in orientation folders.

SECTION 14. The Union shall be afforded the opportunity to participate in any exit interview or retirement counseling sessions of unit employees. The Union shall be notified of any bargaining unit employee departure from the Employer within 5 workdays following the Employer's becoming aware of the departure.

SECTION 15. The Union shall have the right to present to the Employer its written and/or oral views concerning any personnel policy, practices or any other matter affecting the conditions of employment. The Union shall have the right to receive a response to any written communication within a reasonable time, (normally not to exceed 15 workdays).

SECTION 16. The Employer shall provide the Union with a WES organization chart on an annual basis or as updates occurs. The Employer will also provide the Union on a quarterly basis a roster of all employees in the bargaining unit. This roster will be in alphabetical order, with the employees' duty station and organization code. Upon approval by the United States Supreme Court and/or other higher authority, the Employer will provide the Union with information as authorized.

SECTION 17. The Union shall have the opportunity to conduct membership drives. These membership drives may be conducted on the Employer's premises before the start of the tour of duty, during the employees breaks and after work. Advance notice will be given the Employer as to what facilities are being requested for use. The Employer will respond to request for approval within two workdays of receipt. Membership drives will not disrupt the work areas. Just as with any other request for

facilities, these scheduled uses are subject to cancellation in some circumstances.

SECTION 18. Because the Union has the statutory right to meet and/or communicate with bargaining unit employees concerning representational matters subject to the statute, law, rules, regulations, and this Contract, the Employer shall ensure that all mail, messages, communications, documents, packages, faxes, or other articles addressed or forwarded to or from the Union or a Union Representative are delivered promptly and unhampered. Such union mail, messages, etc., should be clearly marked with "AFGE" or "Union" lettering. The Union shall be permitted to either send or receive Labor-Management materials to the Employer and the employees, which ever is appropriate, via the Employer's mailing system. The Employer agrees to permit the Union use of its routing system to send and receive material to unit employees and Management officials at their work locations.

SECTION 19. The Union Officials and Representatives shall have the right to use official time in accordance with this Contract and Public Law 95-454. Representatives, Stewards, and Officials who are made known to the Employer shall be recognized by the Employer. These persons are the only persons who shall be authorized the use of official time from this block of hours.

SECTION 20. The Union has the right to determine its number of representatives and stewards.

SECTION 21. All union officials, representatives, agents, stewards and members shall retain their rights to serve as personal representatives for any employee so long as there is not a conflict of interest.

SECTION 22. The Union has the right to have representatives in attendance at meetings where the conditions of employment, safety, training, etc. concerning the unit employees are addressed. When minutes are taken a copy shall be forwarded to the Union no later than five workdays following the meeting(s). The Union shall have the right to correct any errors that are found in the minutes. These corrections shall become a part of the minutes and copies will forwarded to the recipients of the original submission.

SECTION 23. The Union shall have the to serve as representative(s)/advisor(s) and/or observer when an employee requests and also expresses his desire to have an attorney. The

union representative(s)/advisor(s) and/or observer shall follow this Contract when requesting official time and other considerations when he is serving in the aforementioned capacity.

ARTICLE 8
UNION REPRESENTATION/EMPLOYEE REPRESENTATIVES

SECTION 1. The Employer shall not impose any restraint (except as may be otherwise provided in this Agreement), interference, coercion, or discrimination against employees in the exercise of their rights to organize and designate representatives of their own choosing for the purposes of collective bargaining, the presentation of grievances, appeals from adverse actions, Labor-Management Relations, or upon duly designated employee representatives acting on behalf of an employee or group of employees within the bargaining unit.

SECTION 2. The number of Stewards will be determined by the Union. When there are eight or less employees under one supervisor the Union agrees to designate no more than two employees to serve as representatives. The elected union officers are not counted in the number of designated stewards/representatives. If more than eight employees, the Union may designate any number of these.

SECTION 3. Upon request and approval, Union Officials/Representatives are authorized use of official time to perform and discharge their duties and responsibilities under the terms of PL 95-454, Executive Order 12871, and this agreement. The Employer agrees there shall be no restraint, interference, coercion, or discrimination against a union official because of the performance of such duties. This does not preclude employees being called back to their official duties if an emergency exists that demands their presence at work.

SECTION 4. Before scheduling a visit for representational business, the Union agrees that its representatives (including non-bargaining unit members) will notify the appropriate supervisor of their intent to visit employees and/or management.

SECTION 5. The Union shall retain the right to select representatives as it deems necessary. The Union will supply a list of its current officers, stewards, and representatives following any change.

SECTION 6. The Employer will advise new Unit employees transferring in, upon entering on duty, of the name of their exclusive representative.

ARTICLE 9
AVAILABILITY OF REGULATIONS, PUBLICATIONS,
POLICIES, LAWS, INFORMATION, AND STATUTES

SECTION 1. The Employer agrees to provide the Union use of the WES Library (Army Regulations, Engineer Regulations, Department of Defense Regulation/Directives, US Code, Code of Federal Regulations) and the library of the Human Resources Management Office (OPM Regulations and labor relations publications and supplements). Representatives may use the copy machines in the vicinity of the libraries.

SECTION 2. The Employer will provide the Union at no cost access to the Internet for representational duties. Copies of regulatory guidance provided to management but not available on the Internet (or other sources) will be provided to the Union. Intentional unauthorized use of the Internet may result in cost assessment for such use and loss of access to this individual.

SECTION 3. Management will provide at no cost to the Union a current copy of all Station Regulations within 45 days of the effective date of this contract. The Union will be added to the distribution list to receive copies of changes or new regulations.

SECTION 4. The Activity will provide the union representatives training on the use of E-mail and assistance in the use of the library resources.

SECTION 5. When making a request for information concerning any action(s) taken by management, the Union will direct that request to the person(s) taking the action(s).

SECTION 6. The Union will make request for information from the management official it deems appropriate.

ARTICLE 10
CHARITY, BLOOD, AND SAVINGS BOND DRIVES

SECTION 1. The Parties agree that employees are encouraged to participate in the Combined Federal Campaign (CFC), blood drives, bond campaigns and other worthy drives. Any such participation, including contributions, by an employee, in whatever manner, shall be on a voluntary basis.

SECTION 2. All contributions shall be completely voluntary and unit employee will give their pledge to the key person in their area. The key person for unit employees will not be a manager/supervisor.

SECTION 3. The Employer may publicize any authorized charity drive, demonstrate support, and request participation in such programs.

SECTION 4. With respect to Section 3, the Employer agrees that the following activities are not permitted:

- a. supervisory solicitation of employees;
- b. supervisory inquiries about an employee's decision whether or not to participate in a campaign;
- c. setting of 100 per cent participation goals;
- d. establishing personal goals and quotas;
- e. providing and using contributor lists for purposes other than the routine collection and forwarding of contributions and allotments; and
- f. developing and using lists of non-contributors.

SECTION 5. While both the Employer and the Union recognize the benefit of worthy campaigns and drives, there shall be no reprisal or discrimination against an employee who chooses not to participate or contribute.

SECTION 6. SAVING BONDS DRIVES.

The parties agrees that should the Employer participate in any saving bonds, or similar drives, the Employer may inform the unit employees of its participation, but it will not place any

employee in the position of not being able to refuse to participate individually.

SECTION 7. BLOOD BANK DRIVE.

The Employer agrees that should an employee desire to participate in any blood drive, the employee may be excused from work without charge to leave for the actual time required to donate blood and recuperation period, if necessary. The total time excused will not exceed four (4) hours. The employee must inform his supervisor upon his/her departure and his/her return to duty. The Employer agrees to ensure that no employee will be threatened, harassed, or placed under duress when he/she exercises the use of this recuperation time.

ARTICLE 11
OFFICIAL TIME (ADMINISTRATION)

SECTION 1. This Article covers the amount of official time that may be granted to union officials and representatives, the functions for which official time may be used, employees who may be represented by the use of official time, procedures for requesting approval of usage, and other general information.

SECTION 2. Upon request by the Union Official/representative and approval by the immediate supervisor the union's representative/official will use official time to conduct representational and other statutory functions where such is authorized pursuant to, and consistent with, applicable Statutes, regulations, this Contract, Laws, policies, and supplements relating to conditions of employment, complaints, grievances, appeals, training, meeting, this contract and other matters authorizing such use of official time. Official time will be authorized unless precluded by critical workload requirements, which may be just cause for the offering of an alternate time by the approving official. An explanation shall be written on the form by the immediate supervisor when the requested time can not be granted.

SECTION 3. Union representatives should schedule use of official time and give advance notice to the Employer when possible. Upon request, in writing, by the immediate supervisor, Union Officials/Representatives will inform their immediate supervisor of the general nature of the duties to be performed and estimated amount of time to be used.

When a representative's duties require meeting with an employee concerning representational functions, the following shall apply:

1. The employee involved and/or the Union should obtain approval from their supervisor prior to meeting with Union representatives during the employee's duty time.
2. Supervisors may temporarily deny, in writing, a request for reasons of workload or other compelling circumstances.

SECTION 4. When a request is submitted in writing to the representative's immediate supervisor for training or conference attendance, the employee shall indicate, using the listing below, the type of training for which he is requesting to

attend. The supervisor will approve/disapprove the request in accordance with of this article.

a. When the subject matter of such training is of mutual concern to the Employer and to the employee in their capacity as unit representatives;

b. When the interests of the Employer and the employee, in their capacity as a union representative, will be served by such attendance;

c. Representational/Stewardship Duties and Responsibilities;

d. Collective Bargaining and Negotiations;

e. Interest Based Bargaining;

f. Alternative Dispute Resolution;

g. Health and Safety;

h. Training on the Contract;

i. Occupational Workers Compensation Program;

j. Federal Labor Relations Authority Policies, Practices, and Appeals;

k. Merit System Protection Board;

l. Office of Special Counsel;

m. Communicating With Congress/Congressional Actions Which May Affect the Conditions of the Employees (excludes lobbying activities);

n. Explaining Laws, Rules, Regulations, Statutes, and Executives Orders;

o. Equal Employment Opportunity;

p. Partnership;

q. Grievances and Appeals;

r. Arbitration; or

s. Attending, as an Observer, a Live Third Party Hearing/Procedure.

t. Alternate Form of Discipline

Official time for training will be granted in accordance with PL 95-454 or other appropriate Laws, Regulations, Executive Orders, Statutes, and this contract.

SECTION 5. All union representatives/officials will use the "Official Time Request Form," as described in this Contract, when making a written request for official time use. The employee shall give the request to his supervisor. The supervisor will advise the employee of his approval or denial and an alternate date for the use of official time.

When the request for official time consists of more than one day, the official/representative shall list the total number of hours/days on one form. The Supervisor will either approve or disapprove the request. However, should he/she disapprove it, he/she must offer, in writing, an alternate time/date and the reason for his/her denial of the request as originally presented.

When an employee has received an approval for the use of official time going through the end of a workday, he will not have to report back to his supervisor until the start of the following work day after the expiration of the approved official time.

The union Representative will return to his/her workstation immediately upon completion of the specific business for which official time was requested and approved. In the event, the representative's business cannot be concluded within the approved time, the representative will contact his/her immediate supervisor and request additional time. Copies of the form will be kept by the Supervisor and a copy will be given to the Union Representative.

SECTION 6. No representative will be entitled to official time whose name does not appear on the union representative list. Official time will be granted by WES to represent only WES employees. Official time is authorized only if the employee is otherwise in a duty status.

SECTION 7. The Union will be granted a block of 2250 hours of official time on the date this contract is implemented. These 2250 hours may be used at any time during the year, but may not be carried over into subsequent years. Upon exhaustion of this block, management and the Union will meet to mutually agree upon a reasonable extension of this block based upon demonstrated need. This block will not include duty time otherwise authorized by law, rule, regulations, or this contract. No overtime will be included in hours of official time.

SECTION 8. Official time will be authorized to attend union sponsored training including travel to and from such training.

SECTION 9. The Employer will grant union representative(s) official time to be present at meetings with United States officials (i.e., Congress, Senators and/or Representatives) to discuss issues that concern conditions of employment (excluding lobbying activities).

SECTION 10. This Contract provides for the use and approval of official time.

Examples for official time use and approval are as follows:

- a. Discuss and investigate employee complaints/grievances;
- b. To prepare and present an unfair labor practice complaint or a grievance under the negotiated grievance procedure including allegations of discrimination;
- c. For representation of the Union in Labor-Management meetings with the Employer;
- d. Review and respond to memoranda, letters, and requests from the Employer, as well as proposed new instructions, manuals, notices, etc., which affect personnel policies, practices or working conditions;
- e. Preparation for Labor-Management meetings with the Employer;
- f. To act as a technical advisor or assist an employee representative in arbitration hearings;

g. To attend hearings or meetings in the capacity of an observer where bargaining unit employees have elected to pursue a grievance without union representation;

SECTION 11. The employee's performance appraisal will only be based on the time he/she performs duties officially assigned, and not consider union representational duties (whether on official time or not).

SECTION 12. The Employer agrees that union representatives attending training sponsored and approved by the Employer which is designed to advise representatives on matters within the scope of statute, Executive Orders, and this contract will be considered duty time. For management sponsored and approved training, travel and per diem will be authorized in accordance with the JTR and the revised travel regulations.

ARTICLE 12
UNION REPRESENTATION ON COMMITTEES

SECTION 1. The Union shall be authorize a minimum of one (1) representative, or no less than one quarter (25) of the total number of management representatives, whichever is greater, on all committees that effect the conditions of employment for unit employees. The union representative(s) shall have voting rights and full status as any other Committee member.

Unless otherwise designated the Union's President/designee will automatically be one of the union's committee representative.

SECTION 2. The Activity shall provide the Union an up to date and accurate list of all committees that raises concerns, addresses issues, or affects the conditions of employment of unit employees, no later than fifteen (15) workdays following the effective date of this Contract. Thereafter, the Activity will provide the Union an up to date and accurate list of committees being formed and/or modified.

SECTION 3. The Union will automatically be placed on any new committee(s) established following the effective date of this Contract, or on existing committees where the committee functions change to affect conditions of employment of bargaining unit employees.

SECTION 4. The parties agree those monthly meetings between the Activity's Commander and the Union's President will facilitate a constructive labor-management relationship. In the spirit of Partnership, and in the interest of all parties, the Union President and the Commander agree to meet to discuss matters of mutual concern. Such meetings will be alternated between the Employer and Union's designated conference rooms.

ARTICLE 13
ALTERNATE WORK SCHEDULE

SECTION 1. Authorized schedules - The Employer agrees to implement alternate work schedules for those employees who desire to participate.

a. Within 30 calendar days of submittal of this contract for agency review, first line supervisors and the employees of their work group will develop proposed work schedules for review and approval by the Employer. All schedules will be submitted to the Laboratory Director/Staff Element Chief with the intent that they become effective on the same date as the contract.

b. Any organization declining participation in alternate work schedules/compressed work schedules that decision will be reviewed by Lab Chief or Chief of Separate Staff Element.

c. The Employer agrees to furnish proposed schedules to the Union soliciting their comments and ideas before final implementation. The schedules will be submitted to the Union within 5 days of their receipt and the Union agrees to respond with its input within 10 days after receipt of the schedules.

SECTION 2. BASIC WORK SCHEDULE.

a. DEFINITIONS (the following definitions apply to this Article only).

(1) Administrative workweek is a period of seven (7) consecutive calendar days beginning on Sunday.

(2) Hours of work are the established hours of business for the organization at the employee's duty site.

(3) Tour of duty/shift is the schedule of days and hours for which an individual employee must report for duty.

b. The basic workweek will be five (5) consecutive days of eight (8) hours each, normally Monday through Friday, except for employees under an alternative work schedule/compressed work schedule. Normally, employees will be scheduled for two (02) consecutive days off, except for those employees changing from one regularly scheduled workweek to another.

c. The occurrence of holidays shall not affect the designation of the basic workweek.

SECTION 3. ALTERNATE WORK SCHEDULES (WES)

a. DEFINITIONS (the following definitions apply to this article only)

(1) Flexitour. An established tour of duty, which is different from the official hours of work, excluding shift schedules.

(2) Flexible band. The designated time bands within which an employee may arrive at and depart from work.

(3) Core time. The designated time band during which all employees must be on duty unless in an approved leave status, at lunch, or participating in a compressed work schedule.

(4) Tardiness. Employees authorized to follow a flexible reporting time will be tardy if they do not arrive at work by the end of the morning time band.

(5) Compressed schedule. An alternate work schedule under which a full time employee fulfills an 80-hour biweekly basic work requirement in fewer than ten workdays.

(6) Official hours of work. Official hours of work are the standard office hours currently established in the various regions.

(7) Organizational Core hours. Hours the organization must be staffed for operation (current core hours are 9:00 a.m. - 3:30 p.m.).

b. PRODUCTIVITY. The Parties agree that alternate schedules should enhance productivity. The Employer will inform the Union, in writing if a positive impact on productivity is not indicated. Prior to making any changes in organizational schedules after the implementation of AWS, the Union will be informed and provided an opportunity to negotiate in accordance with the statute and this contract.

SECTION 4. Example of compressed work schedules are the 5/4/9 and 4/10 plans. The 5/4/9 plan for the employee will involve working 5 days one week and 4 days the next week. The 4/10 plan the employee will involve working 4 ten-hour days per week. The requirement for 80 hours per biweekly pay period will remain under both plans. Employees who participate in the above example plans will work eight 9 hour days and one 8 hour day within each pay period under the 5/4/9 plan or ten hours per day four days per week under 4/10 plan. The respective remaining day(s) will be considered the employee's regular day off (RDO) for which no leave is charged.

SECTION 5. Employees may request a particular schedule, however, seniority will be used as a primary factor among

qualified employees to grant or deny a particular schedule because of workload and/or mission requirements.

SECTION 6. It is the employee's decision to request compensatory time in lieu of overtime. Unless there is a compelling need to deny the employee's request, it should be granted. The parties recognize that due to rare and unusual circumstances there may be times when the granting of compensatory time is not feasible or is impossible to grant. (An example would be an employee, who has so much use or lose leave that the granting of compensatory time would cause the employee to either lose his/her leave or carry it over to the next leave year)

SECTION 7. Hours worked in excess of the compressed work schedule will be considered overtime.

SECTION 8. An employee who performs work on a designated holiday is entitled to their basic pay plus premium pay in accordance with the Code of Federal Regulations.

SECTION 9. When an employee is scheduled for 40 hours or more of training/travel in a pay period, the work schedule for the entire pay period will revert back to a regular 40-hour workweek.

SECTION 10. Holidays falling on non-workdays. When a holiday falls on a non-workday outside a full-time employee's basic workweek, the day to be treated as his or her "in lieu of" holiday is determined as follows:

(NOTE: "RDO" means "Regular Day Off" and "H" means "day designated as the lieu of holiday.")

HOLIDAY FALLS ON	DAY BEFORE FIRST RDO	RDO 1	RDO 2	RDO 3	RDO 4	DAY AFTER LAST RDO
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ONE DAY OFF

RDO 1	H	RDO				
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TWO CONSECUTIVE DAYS OFF

RDO 1	H	RDO	RDO			
RDO 2		RDO	RDO			H

THREE CONSECUTIVE DAYS OFF

RDO 1	H	RDO	RDO	RDO		
RDO 2		RDO	RDO	RDO		H
RDO 3		RDO	RDO	RDO		H

FOUR CONSECUTIVE DAYS OFF

RDO 1	H	RDO	RDO	RDO	RDO	
RDO 2	H	RDO	RDO	RDO	RDO	
RDO 3		RDO	RDO	RDO	RDO	H
RDO 4		RDO	RDO	RDO	RDO	H

Explain chart. For example if your compressed work schedule has three consecutive days off and the holiday falls on the first regular day off, then your holiday will be the day before your first day off. If the holiday falls on the second or third regular day off, then the holiday is the day following your days off.

ARTICLE 14
**EQUAL EMPLOYMENT OPPORTUNITY/
SEXUAL HARASSMENT/HANDICAPPED/VETERANS**

SECTION 1. The parties agree that they will give full support to the equal employment opportunity policy and program objectives established by Equal Employment Opportunity Commission (EEOC), the Department of Defense (DOD), Department of Army (DA), Waterways Experiment Station (WES), Corp of Engineers (CE) wide regulations and this Contract. The policy and program objectives the parties will work aggressively and effectively to attain are:

a. All personnel actions and employment practices will be in compliance with this Contract, Laws, Regulations, and higher authority regulations.

b. All activities and services operated, sponsored, or participated in by the Activity are not segregated, and that their use will not be determined by religion, race, color, age, physical/mental handicap, or national origin.

c. Complaints of discrimination are given prompt and fair consideration, and that every effort is made to provide for just and expeditious resolution of each complaint at the lowest level possible.

d. Persons who allege discrimination or who participate in the presenting of such complaints are free from restraint, interference, coercion, discrimination, or reprisal.

e. In accordance with mission requirements, maximum opportunity for upward mobility will be provided to employees to enhance their skill so they may perform at their highest potential and advance in accordance with their abilities.

SECTION 2. REPRESENTATION.

For the recognition of the Union's role as exclusive representative, the Employer agrees to the following:

a. EEO counselors will be required to inform potential complainant covered by this agreement of the right to representation, including union representation, during the precomplaint counseling.

b. The Union shall have the right to attend discrimination complaint hearings in accordance with appropriate regulations and this contract.

c. The Union shall be given the reasonable notice (minimum of three (3) workdays) of all remedial or corrective actions taken as result of informal or formal resolutions of EEO complaints that impact on unit employees.

d. It is understood and agreed that EEO counselors, officials, and other EEO management officials will contact the designated representative of EEO complainants on all matters pertaining to the case

GENERAL

SECTION 3. No later than twenty workdays following the effective date of this Contract the Activity shall activate the EEO Advisory Committee.

SECTION 4. Supervisors are responsible for making a positive commitment to manage all human resources effectively in carrying out the Activity's mission and achieving their share of program objectives. This responsibility requires that all supervisors must:

a. Treat all employees fairly in all matters affecting or related to employment.

b. Implement, by action and deeds, the Activity's commitment to and support of the EEOC program.

c. Support those affirmative action requirements defined in the Activity's Affirmative Employment Plans that contain supervisory/managerial responsibility for effective and successful attainment.

SECTION 5. All employees have a responsibility for a positive commitment to equal employment opportunity. Employees should be responsible for:

a. Treating all fellow employees as peers, and abstain from action or comments that suggest or imply discriminatory attitudes.

b. Becoming aware of EEO goals, objectives, and principles, in order to assist in making the EEO program credible and effective.

c. Furnishing prompt and accurate responses to inquires without fear of reprisal.

SECTION 6. When any changes to Employers Affirmative Employment Program are made which affect working conditions, the Union will be provided notice and an opportunity to negotiate in accordance with the Statute and this Contract. When negotiation is completed, the unit employees will be jointly notified.

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 7. The parties agree to affirmatively support a policy of equal employment opportunity with regard to conditions of employment. This will insure that all employees have equal employment opportunities and that no one is discriminated against because of race, color, national origin sex, religion, age, or mental/physical handicap. This includes, but is not limited to, a pledge to work positively toward a goal of developing full utilization of employees' skills and abilities. Equal Employment opportunity shall be promoted through a positive, continuing program in accordance with directives of the EEOC, laws, rules and regulations of higher authority which relates to EEO matters.

SECTION 8. Should an employee make either a formal or informal complaint with the EEO Officer, the Activity shall thoroughly investigate such complaints. The employee may request, and obtain, anonymity during the course of the EEO Officer's investigation. It will **NOT** be the EEO Officer nor counselor's responsibility to discourage any employee from filing nor following through on any EEO complaint. **EEO** Officers/counselors will not attempt to force the employee to select any EEO avenue.

SECTION 9. COUNSELORS.

The names, offices, and telephone numbers of EEO counselors shall be posted on official bulletin boards.

SECTION 10. Copies of any and all EEO supplements, changes, and directives that are issued by higher authority on or after the effective date of this contract shall be forwarded to the Union President no later than seven (7) workdays following their

receipt. The Union will be afforded the opportunity to negotiate these changes in accordance with this Contract.

SECTION 11. Any employee who believes that he/she has been discriminated against on any of the grounds set forth in this Article may file one, but not more than one, of the following:

- a. A grievance pursuant to the provisions of this Contract;
 - b. A complaint of discrimination with the Agency;
 - c. An appeal to the Merit System Protection Board (MSPB) where an action is otherwise appealable to the Board.
 - d. Any other legal or regulatory appeal process.
- The employee shall be deemed to have exercised the option at such time as the employee files one of the four options.

SECTION 12. EEO COMPLAINT PROCEDURES.

a. Any unit employee who believes they have been discriminated against in any matter if because of race, color, religion, sex, age, or national origin may file an EEO complaint through the statutory procedures by contacting a designated EEO counselor for that specific area within 45 calendar days of the occurrence or the date the aggrieved person knew or reasonable should have known of the discriminatory event or personnel action.

b. Any unit employee who initiates an EEO complaint is entitled to elect representation of his or her choice, to include union representation, at any time during the complaint process. Union representatives will be required to use official time for representational duties during the EEO complaint process.

SECTION 13. The EEO complainant and/or their designated representative will be provided a copy of any and all records pertaining to the discrimination complaint within a timely manner, including a copy of the investigative file.

SECTION 14. When an employee chooses to use the grievance and arbitration procedures provided in this Contract to process a complaint of discrimination, the complaint should be processed in accordance with this Contract.

SEXUAL HARASSMENT

SECTION 15. The Employer and the Union recognize that sexual harassment adversely affects employees. Unwelcome advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment as defined in EEOC guidelines. Sexual harassment is defined as: (a) influencing, offering to influence, or threatening the career, pay, or job of another person---woman or man---in exchange for sexual favors; or (b) deliberate or repeated offensive comments, gestures, or physical contact of a sexual nature in a work or duty-related environment; (c) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creates and intimidating, hostile or offensive working environment.

SECTION 16. The Employer agrees to provide all employees a work atmosphere free from sexual harassment. Both Parties agree that sexual harassment in the workplace will not be condoned. An employee should make known any and all advances that are not appreciated or feel they are sexual in content. Reported cases of sexual harassment will receive prompt and positive action to include necessary and appropriate action against those found to be guilty of a sexual harassment offense.

SECTION 17. Depending on the sexual advance(s) made, the employee who feels that he/she is being sexually harassed, the employee may consider taking the following steps to defend himself or herself:

a. Tell the offending person what he or she is doing. Say that the offending actions or words are unprofessional and unwelcome and should end now. You do not have to be touched to be harassed. Keep notes of harassment incidents.

b. Tell the offending person's immediate supervisor what the offender is doing. Say that the offending actions or words are unprofessional and unwelcome and should end now. If the offending party is either the Commander or Director or their designees, the employees may write directly to the Secretary of the Army.

c. If the harassment persists, tell your supervisor. If the Harasser is your supervisor, turn to the supervisor's boss or seek Union or EEO counseling on your rights and what action should be taken next.

d. You may send a memo to the harasser. This is a serious step. The memo should clearly and politely outline that you have made verbal attempts to end the harassment and that if it does not cease you will file a formal complaint. If possible, have a representative with you when you present the memo and ask the offender to sign an acknowledgment of receiving the memo. If the offender refuses to accept the memo or to sign the acknowledgment, so note it on your copy and have the witness attest to the offender's refusal. Keep your copy in a safe and secure place. Or you may just wish to send the memo via registered or certified mail with a return receipt attached to your EEO Counselor.

e. The next step is to file a formal EEO complaint or grievance.

f. Be assertive of your rights and gather support among co-workers who may have witnessed or experienced harassment.

SECTION 18. The Activity agrees to hold training on sexual harassment and the prevention thereof during the life of this Contract.

HANDICAPPED

SECTION 19. Any employee who meets the definition of handicap will be treated fairly and in accordance with the Laws, Statutes, Regulations and 29 CFR Part 1614. A Handicapped person is defined as one whom:

a. has a physical or mental impairment which substantially limits one or more of such person's major life activities,

b. has a record of such impairment, or

c. is regarded as having such an impairment.

No handicapped employee shall be confronted with verbal or physical harassment or discrimination based on their physical/mental disability.

SECTION 20. The activity will insure that work sites are accessible by the handicapped in accordance with the appropriate Statutes, Laws, and Regulations.

SECTION 21. "Physical or mental impairment" means (a) any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; cardiovascular; reproductive; digestive; respiratory; genitor-urinary; hemic and lymphatic; skin and endocrine, or (b) any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

COMPENSATORY DAMAGES

SECTION 22. The Civil Rights Act of 1991 permits federal employees who prove intentional discrimination to recover up to \$300,000 in compensatory damages.

SECTION 23. The Civil Rights Act of 1991 authorizes federal employees to demand a jury trial in district court.

OVERVIEW OF FEDERAL SECTOR COMPLAINT PROCESSING UNDER 29 CODE OF FEDERAL REGULATIONS PART 1614

SECTION 24. Below is a chart detailing the steps and times for discrimination complaint processing. While this chart provides a basic guide for processing such complaints, actual processing instructions and time limits for processing discrimination complaints under 29 CFR, 1614 are contained in that regulation.

(CHART WILL BE PLACED HERE)

AUTOMATED COPY WILL NOT INCLUDE REFERENCED CHART.

PLEASE REFER TO A PUBLISHED COPY FOR THE CHART.

ARTICLE 15
CONDUCT OF UNION AND ACTIVITY REPRESENTATIVES AT MEETINGS

SECTION 1. The Union and the Employer agree to make every reasonable attempt to arrive at scheduled meetings on time. In those instances when a party is unable to attend a meeting for which the time was initially agreed on, the party may either arrange for another representative (who shall have the same authority as the one(s) that is being replaced), request a delay in the start of the meeting, or request a rescheduling of the meeting.

SECTION 2. The Director or the Union's President will promptly submit complaints regarding conduct at meetings in writing to the offending party no later than 5 (five) workdays following the alleged misconduct. The alleged offending party (Director or Union President) shall investigate the complaint or arrange for a consultation meeting to discuss the complaint within 10 workdays from the date complaint was received. If alleged offending party fails to respond to a conduct complaint or the matter is not resolved, the moving party may grieve the matter.

SECTION 3. The Parties agree that all labor management meetings will be held at a mutually agreed upon site.

ARTICLE 16
PAST PRACTICES

SECTION 1. The Employer agrees to continue established practices that do not violate this Contract, Law, Government-Wide Regulations, and Statutes.

SECTION 2. Before the Employer changes or ceases an established practice, the Union will be afforded the opportunity to negotiate.

ARTICLE 17
CONTRACTING OUT

SECTION 1. Management agrees to consult, openly and fully with the Union regarding any review of a function for contracting out within the bargaining unit.

SECTION 2. When a decision is made to contract out, or undergo an A-76 study which may result in contracting out, the Union and affected unit employees shall be notified and provided information regarding the function to be contracted out. The Employer agrees to provide the Union its review schedule including updates, and a copy of the work statement at the time it is forwarded to the Contracting Officer for review.

SECTION 3. The Employer agrees to negotiate with the Union concerning contracting out which affects the conditions of employment of bargaining unit employees per Article 49 (Negotiations During Term of Contract).

SECTION 4. The Employer will provide the Union with a complete and up to date copy of the OMB Circular A-76 immediately following the effective date of this Contract. Copies of any additions, changes, deletions, and supplements to OMB Circular A-76 will be forwarded to the Union as soon as they are made known to the Employer.

SECTION 5. Both parties agree to protect the confidentiality of contracting-out information (e.g. bid information, government cost estimates, performance work statements, specification, solicitations, etc.) in accordance with governing laws and regulations.

SECTION 6. The Union and unit employees should participate in all post-announcement management improvement actions. This includes the preparation of the performance work statement and conducting the management study. The Union and unit employees should provide input for improving the in-house organization and the accuracy of the performance work statement. The completed performance work statement will be made available for union and unit employee's review. The findings of the management study will be discussed with the Union and the unit employees before it is approved by the Director. A copy of the regulation prohibiting release of information that would jeopardize the confidentiality of the in-house cost estimate will be provided to the Union.

SECTION 7. The activity will include union representation on the agency/installation oversight or advisory/steering group when an A-76 cost study is being conducted.

SECTION 8. The activity will include a union representative in the "walk through" by bidders of the A-76 function undergoing a cost study.

SECTION 9. Briefings will be held with affected unit employees for the purpose of providing information concerning contracting out. The Union will be given an opportunity to attend this briefing.

SECTION 10. WES agrees, when possible, to minimize displacement actions of affected employees through reassignment and retraining, and to take other reasonable initiatives to retain career employees.

SECTION 11. The Local may bring to the attention of the Contracting Officer's Representative suspected violations of the contract.

ARTICLE 18
RIGHT OF ACCESS TO THE EMPLOYER PREMISES

SECTION 1. All union representatives who are not WES employees that visits any place other than the Union office and the cafeteria will either report to the supervisor being visited or the Public Affairs Office (PAO).

ARTICLE 19
DETAILS, REASSIGNMENTS, AND
VOLUNTARY CHANGES TO LOWER GRADE

SECTION 1. DETAILS

a. DEFINITION. A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specified period, with the employee returning to his/her regular duties at the end of the detail, and the employee continues to be the incumbent of the position from which detailed.

b. DOCUMENTATION. The Activity agrees that employees shall be recognized for the work they perform. Therefore, details in excess of 30 days, per calendar year, will be documented (including, but not limited to, SF 50 (Notification of Personnel Action)) and maintained as a permanent record in the employee's Official Personnel Folder (OPF). This will not preclude employees from updating their OPF with SF 172 or its equivalent, which documents details of less than thirty (30) days. Any employee who is detailed more than 30 days shall be given a job description or a written set of duties.

c. HIGHER GRADED DUTIES. Details to higher graded positions, or to positions with known promotion potential will be accomplished in accordance with the procedures contained in the Merit Promotion and Placement, article in this Contract.

d. LOWER GRADED DUTIES. Performance of lower graded duties officially assigned by management which are outside an employee's position shall not result in loss of recorded or credited time in the grade of the employee's permanent position. Performance of lower graded duties officially assigned by Management which are outside an employee's position shall not be the basis for lowered assessment or appraisal of the employee.

e. APPROPRIATE USE OF DETAIL. Details shall be used to meet temporary needs of the Employer's work program when necessary services cannot be obtained by other means. This includes, but is not limited to: meeting unusual workload demands, special projects or studies, change in mission organization, or employee absences. Consistent with mission requirements, details will be rotated fairly and equitably among employees. Details or a series of rotating details will not be used for the purpose of avoiding a temporary or permanent

promotion. Details will not be used to reward or punish employees. Detail(s) used by the Employer shall maximize employee opportunity for career development while meeting Employer needs.

The Employer is responsible for assuring that details do not compromise the open-competitive principle of the merit system or the principles of job evaluation. Therefore unit employees will not be detailed for the express purpose of gaining experience to qualify for the position.

Details will be accomplished in accordance with applicable regulations, the Merit Promotion Plan, and this Contract.

SECTION 2. REASSIGNMENTS

Reassignments of employees to different positions shall be effected by the appropriate personnel action. However, all reassignments shall be done in a fair and equitable manner. An employee reassigned to a different duty station which will require a change in transportation arrangements will be given fifteen (15) days written notification unless other provisions of this Contract govern.

SECTION 3. RELOCATION EXPENSES

Employees affected by a management directed change in duty station shall receive relocation expenses, if appropriate, in accordance with the Joint Travel Regulations.

SECTION 4. LATERAL REASSIGNMENTS OR VOLUNTARY CHANGE TO LOWER GRADE.

An employee desiring consideration for a lateral reassignment or voluntary change to lower grade must submit the request on the appropriate form (currently LMV FL 194) to the Human Resource Management Office. The request will be retained in an active file for six months or until the employee is placed, whichever is earlier. The employee is responsible for submitting a new request at the end of each six (6) months period if he/she desires continuing consideration. If a referral opportunity becomes available, all requests in the active file will be given equal consideration.

SECTION 5. COMPETITIVE REASSIGNMENT.

Reassignments, whether lateral or management directed, shall be competitive if the reassignment has promotion potential. An exception to this would be when the selectee has held the targeted grade previously.

ARTICLE 20
USE OF OFFICIAL FACILITIES AND SERVICES

The parties agree that office space, office equipment and facilities for Union use are necessary for facilitating representation.

SECTION 1. The heated and air conditioned Building 2099 will be provided by the Employer for exclusive Union use. If this building should become unavailable for the Union use, the parties agree to negotiate prior to implementation. The Employer agrees to furnish this building with office furniture. The intent is to create an acceptable (durable, comfortable, ergonomic, safe, presentable) business appearance for the Union office.

The Union agrees to make use of excess existing furniture that is acceptable, as defined above, first in outfitting the Union office. The furniture standard will also be equal to that provided middle management.

The Employer will provide additional furniture to include, but is not limited to:

Two (2)	Ergonomic Computer Keyboard Credenzas for Workstations
Two (2)	Locking-Vertical Files, 5-Drawers
Three (3)	Desk Chairs
Fifteen (15)	Guest/Conference Chairs
Seven (7)	Trash Cans
Five (5)	Battery Operated Wall Clocks
Five (5)	1999 Wall Calendars
One (1)	Speaker Phone
One (1)	Modern Copier the collates and staples (to replace existing copier)
One (1)	Modern Fax
One (1)	Electric Typewriter
Two (2)	Anti-Glare Filters that fit the PCs
Three (3)	Desk Lamps
Three (3)	In/Out Trays
Two (2)	Phones
Three (3)	Shelf Units
One (1)	Modern Conference Table
One (1)	Double Shelf Garment Rack
One (1)	Modern Calculator

SECTION 2. The Parties agree that nonfunctional or broken equipment/furniture will be replaced by the Employer. Upkeep and maintenance of equipment/furniture located in the Union

office will be consistent with maintenance and upkeep of other WES facilities by the Employer. Customary and routine services to the Union office that are consistent with maintenance and upkeep of other WES facilities will be provided by the Employer.

SECTION 3. If available, union representative may use space which is suitable for performance of representational duties in private when the representative and employee are meeting outside of the Union office.

SECTION 4. The Employer agrees to provide (minimum 25) of unofficial bulletin board space clearly marked AFGE, at each lab and separate staff element for Union use.

SECTION 5. The Employer agrees to furnish to the Union, FOR ITS INTERNAL USE ONLY, a list which will contain the names, grades, position titles, and organization location of all employees in the bargaining unit. This list will first be supplied within 30 calendar days after this contract becomes effective, and annually thereafter. In regard to this listing, the parties recognized errors may occur from time-to-time in regard to input and coding of data, and that such listing errors will not be construed as an action by the Employer to unilaterally deny bargaining unit status to any employee, or to confer it. The Employer shall provide the Union with a WES Organization chart on an annual basis or as updates occur.

SECTION 6. The Employer agrees to provide free unreserved parking for all unit employees if it is provided to non-unit employees.

SECTION 7. Internal Mail Service. The internal mail distribution service of the Employer shall be available for use by the Union. This will include E-mail. However, this service should not be used for the solicitation of membership, collection of dues, campaigning for office, political persuasion.

SECTION 8. The Activity agrees to provide the Union Officers and Representatives with copies (either electronic or hard copy) of the Weekly Bulletin, any special edition Bulletins, EEO Bulletins, promotional bulletins, and memorandums which pertains to matters of personnel policies, practices, and general working conditions which affect the conditions of employment in a timely manner.

SECTION 9. Any move of the Union Office will be done on official time with management providing any normal duties that might be needed to relocate with minimum disruption of the functions of the organization. This includes telephone communications.

SECTION 10. The Employer may, on request, provide an information table on which the Union will place application blanks, newsletters and brochures for the propose of getting Union related information to the work force in the unit during non-duty hours. When issuing application, the table must be staffed by union representative(s) only during non-duty hours. Location of the table, and the period of time it will remain at any one site, will be coordinated jointly between the Employer and the Union. The Union agrees that its President will sign a hand receipt for custody of such tables.

SECTION 11. Except where stated differently in this Contract, responsibility for Union literature posting and/or distributing lies with the Union.

SECTION 12. The Employer will provide the Union President with 5 keys to the Union office. The President, or his/her designee, is responsible for maintaining a list of key holders, and providing access to the Employer when needed (for just cause). The Employer reserves the right of access to the Union office and may obtain the key to said office from the Security Section when union officials are not readily available.

SECTION 13. The Union will be provided a pick up and delivery mail box in the foyer of Building 2099. This pick up and delivery service will begin the first work day following signing this Contract.

SECTION 14. The Employer agrees that union officers and stewards will be allowed to use Employer telephones in the performance of the functions authorized to be conducted on official time. Supervisors will permit use of the nearest available phone line in the immediate work area for local calls to make appointments for union representation, provided such use does not interfere with the work of the organization and provided calls are limited to five minutes in duration after contact is made. The Union will not use the Employer's telephones outside of the Union office for internal union business or for long distance calls of any type.

SECTION 15. Official publication of the Union may be distributed by union representatives on their own time/non-duty time during normal duty hours, provided there is no disruption to the work or security violations. Union newspaper, newsletter, circulars, notices, etc., may be distributed by the union representatives in areas frequented by unit employees.

SECTION 16. The Employer agrees to provide, at no cost to the Union, use of government vehicle(s) for transportation to appear at third party proceedings and attend management initiated meetings off station (not including training).

SECTION 17. The Union will be authorized to place article of interest and announcement in the weekly bulletin or any special edition.

SECTION 18. The Employer agrees to allow use of meeting rooms when scheduled through the normal process (non-duty hours for union business and duty hours for representational duties). Permission to use meeting rooms will be contingent upon commitments by the Employer and security considerations.

ARTICLE 21
DISCIPLINE AND ADVERSE ACTIONS

SECTION 1. STATEMENT OF PURPOSE AND POLICY.

The Parties agree that the taking of disciplinary and adverse actions in a responsible and fair manner against employees is an acknowledged function of the Employer. The Employer agrees that, prior to taking any disciplinary action, it will ensure that all laws, rules, and regulations are strictly adhered to, and that the employee's regulatory and statutory rights are not violated. Employees will be treated, fairly and equitably and with dignity. The Parties agree that the objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. Actions will not be processed for discriminatory reasons, e.g., race, color, sex, age, religion, etc.

The parties further agree that the Douglas Factor will apply.

THE DOUGLAS FACTORS

A number of factors are relevant for the Employer's consideration in determining the appropriateness of a penalty. These generally recognized as relevant include the following:

- a. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
- b. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public and prominence or the position;
- c. The employee's past disciplinary record;
- d. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers and dependability;
- e. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties;
- f. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;

g. Consistency of the penalty with any applicable agency table of penalties;

h. The notoriety of the offense or its impact upon the reputation of the agency;

i. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;

j. Potential for the employee's rehabilitation;

k. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and

l. the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

SECTION 2. TIMELINESS OF DISCIPLINE.

If the Employer has just cause for disciplinary or adverse action, such action will be initiated timely after the offense was committed or made known to the Employer.

SECTION 3. INFORMAL DISCIPLINARY ACTIONS.

Oral admonitions and written warnings, if utilized, will be done in a timely manner, normally within ten (10) workdays in order to strengthen the relationship between the offending behavior and the discipline imposed. Informal disciplinary actions will be retained for a maximum period of twelve (12) months. The employee has the right to respond orally or in writing within 10 (ten) workdays. The Activity will consider the facts and the employee's response in determining the action to be taken. Normally, oral admonitions or written warnings shall not be given during the course of discussion between a supervisor and employee where the meeting is not specifically initiated for that purpose.

SECTION 4. Before proposing and/or effecting disciplinary action against an employee of the bargaining unit, management officials shall attempt to ascertain all pertinent fact both for and against the employee.

SECTION 5. When all the facts have been gathered and disciplinary action appears to be in order, discipline or a proposed notice thereof, as applicable, will be given promptly to the employee in accordance with the procedures set forth in the Code of Federal Regulation and this Contract. Subsequent to issuance, the employee will not be questioned further about the incident until he/she has been advised of their right to union representation. If representation is desired, no further discussion concerning this matter will take place with the employee until the representative is present.

SECTION 6. Interviews and inquiries shall be conducted privately and in such a manner as to minimize any personal embarrassment to the affected employee(s). Further, if the supervisor has reason to counsel or discipline an employee, such shall be accomplished privately in a manner that will not embarrass the employee(s).

SECTION 7. INVESTIGATORY INTERVIEWS.

The Union shall have the right to interview any employee or management official/representative it deems necessary to investigate any disciplinary and/or adverse actions taken against a bargaining unit employee. Further, the Union shall have the right to examine and receive copies of all material/evidence, including, but not limited to, the laws, rules, policies, regulations, table of penalties used in each disciplinary and/or adverse actions.

Brookhaven Rights

SECTION 8. Under the Brookhaven Rights for Witnesses, to protect employees rights under section 7102 and this Contract while management attempts to ascertain necessary facts, they agree to:

a. Inform the employee who is to be questioned the purpose of the questioning, assure the employee that no reprisal will take place if he or she refuses, and obtain the employee's participation on a voluntary basis;

b. Ensure that the questioning occurs in a context which is not coercive in nature;

c. Ensure that the questions do not exceed the scope of the legitimate purpose of the inquiry or otherwise interfere with the employee's statutory rights.

The Activity will ensure that all unit employees are informed of these rights prior to the onset of questioning of the employees.

SECTION 9. RELATED MATERIAL.

All material, including, but not limit to Army Regulation, Office of Personnel Management Regulations, Public Law, Department of Defense Regulations, Corps of Engineers Regulation, etc., relied upon to support the reasons for disciplinary or adverse actions will be attached to the notice of the proposed action (if no proposed action notice is given, then the material will be attached to the decision notice). Any material/evidence which is not disclosed to the employee will not be used in support of the action against the employee.

SECTION 10. SELECTION/WAIVER OF REPRESENTATION FORM.

a. Prior to any investigatory interview, the employee will completely fill in "SELECTION/WAIVER OF REPRESENTATION FORM" (Appendix E).

b. Prior to issuing any disciplinary/adverse actions (proposed or final decision) against a unit employee, the employee will completely fill in the "SELECTION/WAIVER OF REPRESENTATION FORM" (Appendix E).

SECTION 11. OFF-DUTY MISCONDUCT. In taking disciplinary/adverse actions for misconduct that occurs off the job, the Activity will establish a relationship between the off-duty misconduct and the discernible adverse effect it has on the Employer.

SECTION 12. COUNSELING. Counseling sessions conducted by supervisory and/or management officials with unit employees shall be recorded on the Supervisor/Employee Counseling Record Form (Appendix F) and a copy provided the employee. Such actions shall be grievable or arbitrable under the terms of this Contract.

PROCEDURES FOR WRITTEN REPRIMAND AND SUSPENSIONS AND REMOVALS.

SECTION 13. Should the Activity decide to take any adverse or disciplinary action it shall inform the employee in writing of his right to respond orally or in writing to the next higher level management official in his chain command.

SECTION 14. After carefully considering the evidence and the employee's response and any mitigating factors, the deciding official may:

- a. Withdraw the proposed action; or
- b. Institute a lesser action: or
- c. Institute the proposed action; or

SECTION 15. The employee will be given the letter of final notice of the decision of the disciplinary action.

SECTION 16. Reprimands will be effective on the day of receipt of the letter(s).

NOTICE OF PROPOSED ACTION

SECTION 17. A written proposal to take adverse/disciplinary action shall be given to the employee and the Union President or his/her designee.

SECTION 18. The employee and the Union President, or his/her designee, shall be given true and complete copies of the evidence, witnesses, regulation(s) & policy violations, and material relied upon to take such action(s) immediately.

SECTION 19. The employee shall be informed, in writing, why the action is being taken.

SECTION 20. The employee shall be informed, in writing, of his/her right to union representation.

SECTION 21. The employee shall be informed, in writing, that the Activity's decision will be in writing and based solely on the reasons (charges) specified in the notice of proposed action and shall consider any answer of the employee and/or representative made to a designated official.

SECTION 22. The employee shall be informed, in writing, that he/she may appeal or grieve the final decision via the negotiated grievance procedure or any other legal avenue that is available but, usually, not both.

SECTION 23. The proposed letter of disciplinary action shall allow a space for the employee to sign a declaration that clearly states that although he/she does not necessarily agree to the items contained in or attached to the letter, he/she has received the original copy of the same.

SECTION 24. The employee will be advised, in writing, if misconduct is a problem covered by the Employee Assistance Program.

SECTION 25. The employee shall be advised, in writing, of his/her right to use duty time to receive copies and/or review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, to prepare an answer to the notice, and to meet with his/her union Representatives, if designated.

SECTION 26. The employee shall be informed, in writing, what, if any, weight and/or consideration was given to each of the Douglas Factors. Where, weight and/or consideration is given, the Employer shall provide the employee and the Union copies of the supporting documentation.

NOTICE OF FINAL DECISION

SECTION 27. The Employer will provide the employee and the Union President, or his/her designee, copies of the disciplinary actions(s) and the material relied upon in the making the decision.

SECTION 28. The final notice will include a specific time period and/or effective date.

SECTION 29. Consideration will be given to past disciplinary record and to the length of time worked on a yearly basis by the employee when determining retention of disciplinary action in official personnel folders.

SECTION 30. Removal of letters from an employee's official personnel folder will be in accordance with higher authority, regulation and this Contract.

SECTION 31. Any time letters are removed, all copies, including the ones retained by the supervisors and others, will be returned to the employee via sealed mail.

SECTION 32. In the event an unfavorable final decision is issued concerning suspensions of fifteen (15) days or more and removals, the employee shall be advised that he or she has the right to appeal the decision under the negotiated grievance procedure or to the Merit System Protection Board (for adverse

action), but not both. The correct MSPB address and form shall be included in the letter.

SECTION 33. The Union will be given advance notice of any discipline or adverse action taken against any bargaining unit employee if the actions effects the conditions of employment of bargaining unit employees. This affords the Union a reasonable opportunity to have either a representative, or an observer present.

SECTION 34. Certified mail or personal delivery of adverse/disciplinary action shall be provided the employee who shall acknowledge receipt. In those cases where the potential for conflict, the Union will be invited to participate.

SECTION 35. The Employer's final decision for any adverse or disciplinary action shall inform the employee in writing, of his/her right to union representation.

SECTION 36. The proposed letter of disciplinary action shall allow a space for the employee to sign a declaration that clearly states that although he/she does not necessary agree to the items contained in or attached to the letter, he/she has received the original copy of the same.

SECTION 37. An employee against whom a suspension of 14 days or less is proposed, is entitled to at least 15 calendar days advanced written notice. An employee against whom removal, suspension, for more than 14 days, reduction in grade or pay, or furlough for 30 calendar days or less, is entitled to at least 30 days advance written notice stating the specific reasons for the proposed action unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed.

ALTERNATE FORM OF DISCIPLINE

SECTION 38. Traditionally, progressive discipline such as letters of reprimand, suspensions, and removals have been used to correct employee misconduct. Traditional discipline, however, is sometimes viewed as too cumbersome, legalistic, and time consuming. A different approach in correcting the employee's behavior may be more effective. For example, it may be counter productive to suspend employees from duty without pay because they have failed to report to work as scheduled. It is particularly important to have more options available when

imposing discipline at a time of increasing mission responsibilities and decreasing resources.

SECTION 39. EXAMPLES OF TYPES OF ALTERNATIVE FORMS OF DISCIPLINE.

a. PAPER DISCIPLINE. Employees being considered for suspensions without pay may be offered a choice of either:

(1) having a suspension without pay imposed or

(2) voluntarily signing a letter of consent (Alternate Form of Discipline Form, Appendix I) and accepting a paper disciplinary action. By accepting this paper disciplinary action, employees will remain on the job without loss of pay, but must agree to correct and accept responsibility for their misconduct and waive their grievance and appeal rights concerning this action. In deciding whether the employee's offense warrants use of a paper disciplinary action, supervisors will consider whether the employee demonstrates a genuine willingness to improve. The agreement constitutes their paper disciplinary action and will be filed in the supervisor's file for a period not to exceed one year. Participation in the AFD, by the employee, is completely voluntary and employees may decline the offer and request that traditional disciplinary procedures be followed, thereby retaining their grievance and appeal rights.

b. CREATIVE DISCIPLINE. Supervisors may offer or the employee may request creative discipline when it will correct the employee's misconduct. This approach incorporates the concept used by the courts in handling misdemeanors whereby community service or special projects are assigned to individuals during their "off duty time" in lieu of fines or incarceration. In deciding whether the employee's offense warrants use of creative discipline, supervisors will consider whether the employee is willing to sign a letter of consent accepting responsibility for their misconduct, and demonstrating a genuine willingness to improve. In deciding on the creative disciplinary action, both supervisors and employees are free to offer innovative alternatives to formal discipline such as community work, special projects, a combination of paper disciplinary action and actual suspension, etc. Both supervisors and employees attempt to correct the cause of the disciplinary problems. Because the employees are involved in determining the terms of the creative discipline, they are more likely to uphold the conditions of the agreement. When employees agree to participate in the creative

disciplinary process, they are required to waive their grievance and appeal rights in relation to the creative disciplinary action taken. The agreement constitutes their disciplinary action and will be filed for no more than one year in the supervisor's file. Participation in the AFD is voluntary and employees may decline the offer of creative discipline and request that traditional disciplinary procedures be followed, thereby retaining their grievance and appeal rights in relation to the action being taken.

SECTION 40. PROCEDURES.

It is management's option of deciding whether or not an employee will be offered or accept the employee's request for AFD. However, the employee shall be informed, in writing, as to the procedure used in making the determination. The determination of 1st, 2nd, or 3rd offense shall be provided to the employee in writing along with the regulations used for such decision. However, the offer for AFD or the acceptance of the employees request for AFD will not be done arbitrarily or discriminatory.

ARTICLE 22
EATING FACILITIES

SECTION 1. The Employer shall ensure that eating spaces, are properly cleaned, heated, cooled and ventilated. Any new major office building that is constructed following the effective date of this contract shall include proper eating spaces and facilities.

SECTION 2. The Employer shall provide an adequate number of vending machines and/or other service of foods and beverages at WES.

SECTION 3. The Employer shall ensure that all cooking facilities and utensils are cleaned and will request inspection by the Warren County Department of Health on regular unannounced visits. The food served to the employees will be of good quality, properly prepared, and served and reasonably priced.

SECTION 4. In the event of closure of one or both WES concessions, employees on a fixed tour may choose to extend their lunch break up to one hour in order to obtain food off station (It is understood that the work period will remain eight (8) hours).

SECTION 5. The employees shall be able to order their lunches in advance of their scheduled lunch breaks. They must inform the order taker of their scheduled time of pick up. The employee shall then be able to pick up their lunch at this time.

ARTICLE 23
EFFECTIVE DATE AND DURATION OF AGREEMENT

SECTION 1. The parties agree that this Contract shall serve as the Labor-Management Contract between the U.S. Army Engineer Waterways Experiment Station, Vicksburg, Mississippi and the American Federation of Government Employees, Local 3310 (AFL-CIO) and shall cover all employees in the bargaining unit without regard to physical location. The Department of Defense Civil Personnel Management Serving Advisory Field Service shall approve this contract within 30 days from the date the contract is executed. If the DOD Field Advisory Service does not approve or disapprove the contract within the 30 day period, the contract shall take effect and shall be binding on the Employer and the exclusive representative subject to provisions of the statute and any other applicable law, rule or regulation.

SECTION 2. This Contract and any supplements thereto will remain in full force and effect for three years from the effective date of this basic Contract. One hundred twenty (120) calendar days, prior to the expiration date of the Agreement, the Parties shall meet for the purpose of exchanging Contract proposals for a new Contract.

SECTION 3. The parties agree to be bound by this contract during any period of time required to complete negotiations for a successor contract.

UNILATERAL SUSPENSION OF NEGOTIATIONS

SECTION 4. If either party unilaterally suspends negotiations, the other party may seek assistance from an arbitrator (including a request for expedient arbitration) or file an Unfair Labor Practice (ULP).

GROUND RULES

SECTION 5. PURPOSE.

The purpose of these ground rules is to establish procedures for negotiating a Labor-Management Contract (LMC). The parties agree to conduct negotiations with the spirit and intent of good faith, and interest based (if appropriate, if not position based.) bargaining, as defined by the Statute, Laws, Regulations, and this Contract. They further agree to conclude negotiations as orderly and expeditiously as possible.

SECTION 6. DURATION OF GROUND RULES.

Except as mutually agreed, these ground rules and procedures shall remain in effect until the LCM is approved. The ground rules will not be changed or modified except by mutual agreement of the permanent chief negotiators in writing unless directed by the FSIP.

SECTION 7. PARTIES.

These ground rules constitute an agreement on rules, procedures, and relief avenues to govern the negotiations of a collective bargaining agreement, hereinafter referred to as "LMC", between the American Federation of Government Employees, Local 3310 (AFL-CIO), hereinafter referred to as "Union," and the U.S. Army Engineer Waterways Experiment Station (WES), hereinafter referred to as "Activity or Employer."

SECTION 8. RECORDS.

No verbatim records and/or audio or visual recordings will be kept of any negotiating session. However, this will not preclude either party from making informal notes as deemed necessary. No off the record agreements, intents or understandings are permissible.

SECTION 9. CONDUCT OF SESSIONS.

The Primary, or designated, Chief Negotiator for each party will carry on all negotiations except where another negotiator is authorized to speak by that party's Chief Negotiator.

SECTION 10. BREAKS.

Breaks are defined as a temporary halt in negotiations for the purpose of comfort, etc. A 15 minute break shall be taken after each two hours of negotiations for the purpose of comfort, etc. However, by mutual agreement, breaks may be postponed or cancelled on a daily/session basis. When the parties are under the supervision or assistance of a third party, the third party shall control the break periods.

SECTION 11. CAUCUS.

Caucus is defined as a temporary halt in negotiations called by the Chief Negotiator of either party, without the consent of the other party, to allow the team to confer among themselves or with other individuals. The caucus will last no longer than 60 (sixty) minute, unless by mutual consent the time is extended in five minutes increments. One party may remain in the negotiating room while the other vacates to another place to caucus. The party calling the caucus shall state length of the

caucus up to the maximum time allowed by this article or that is mutually agreeable to the parties.

SECTION 12. NEGOTIABILITY DISPUTES.

Issues alleged to be non-negotiable for reasons that the proposal(s) is/are contrary to law or regulation or violates a party's right will be declared in writing in accordance with PL 95-454.

SECTION 13. The negotiation teams for each of the parties will consist of not more than four primary team members.

SECTION 14. Substitutions for primary team members by alternates or vice versa, may be made by either party with written or verbal notice (as soon as possible prior to the change) to any of the other party's primary team members (Chief Negotiator, if possible).

SECTION 15. The Activity will ensure that the union member(s) are released unless the workload prevents their release. In the event the union member's supervisor cannot release him/her on the day requested, the supervisor will give a written explanation for his/her refusal. The Union shall have the option of selecting another alternate. If supervisors cannot release enough primary and/or alternates for the Union to negotiate, the session may be cancelled.

SECTION 16. It is understood by the parties that the designated Chief Negotiator will be the team's spokesperson with full authority to initial agreed upon sections and/or articles.

SECTION 17. Either Party may utilize the service of an additional non-WES negotiating team member.

SECTION 18. ALTERNATE MEMBERS.

Each party may designate a maximum of five alternate members for its own negotiation team.

SECTION 19. ABSENCE OF MEMBERS.

Either party may negotiate with less than a full team. Neither party is compelled to delay negotiations solely to have its primary team at the table in whole or in part.

SECTION 20. NOTIFICATION OF NEGOTIATING TEAM MEMBERS.

Each party will notify the other in writing not later than 10 workdays prior to the start of negotiations with the names of all original primary and alternate team members.

SECTION 21. Designated union negotiating team members will be authorized official time during negotiating sessions for the time such employees would otherwise be in a duty status, including negotiation sessions required to renegotiate any disapproved provisions of the agreement. Designated union team members will also be on official time to appear before any third-party proceedings, i.e., FSIP, FLRA, FMCS, necessary to obtain an agreement.

OFFICIAL TIME

SECTION 22. Employer agrees to grant the Union a mutually agreed to amount of duty time for preparation for negotiations.

In the interest of conserving time, improving negotiation knowledge, and avoiding unnecessary delays, it would be advantageous in some instances for both parties to have an alternate to observe negotiation sessions. These alternates will not speak or negotiate unless an equal number of that team negotiators exchange places with them.

The union alternate(s)/observer(s) shall be charged against the official time block of hours. The number of Union employees on official time for negotiations at the table shall not exceed four during negotiating sessions.

SECTION 23. ORDER OF BUSINESS.

The order of business will follow a pattern described below.

a. Articles will be taken up, one at a time, and discussed in the sequence that they were submitted as proposals, alternating between both parties articles. Either party may select three articles to be discussed out of sequence by giving 3 days notice to the other party. Any article may be discussed out of sequence by mutual consent.

b. If any articles are combined, they will be discussed and negotiated at the time of the combining. The combined articles will be listed in order of the first separate article. However, if the original proposals of either party contains a combination of the other party's Articles all of the combined articles will be negotiated at that time.

c. The Chief Negotiator of either party may unilaterally cancel no more than three regularly scheduled negotiation days. regularly scheduled negotiation day(s) may be canceled by mutual agreement between the Chief Negotiators. Each party will notify a primary team member, in writing, not later than the scheduled last hour of the workday prior to day of cancellation, except in unusual circumstances.

d. Both parties are equal during all stages of the negotiations.

e. Both parties will initial and be provided typed copies (by party hosting meeting) of articles on which agreement has been reached. Any individual sections within an article upon which agreement has been reached, shall be initialed and entered into the master contract notebook. The Chief Negotiators will signify agreement by initialing and dating the agreed-upon article/section. These articles shall be entered into master contract notebooks and considered final unless, by mutual consent of the parties, negotiation on the article is reopened.

f. The parties will continue negotiations on the article which was being negotiated at adjournment of the previous session

g. In the event agreement is not reached on a given article after one consideration, it may be tabled by either party, and the next article will be considered.

h. At any time, either party may request assistance of FMCS.

SECTION 24. Counter exchanges shall include, and identify, all agreed upon items in the article being negotiated.

MEDIATION

SECTION 25. If agreement cannot be reached after procedures described in the Order of Business have been followed, the article(s) will be declared at impasse and will be set aside for assistance by the Mediator. Once mediation is invoked by either or both parties the Mediator will determine the time, date, and process of negotiation after consultation with the parties. Except where otherwise stated in this article the Mediator has the authority to declare the parties at impasse at his discretion.

SECTION 26. If mediation should fail to resolve the matter, the impasse may be referred by either party to the Federal Service Impasses Panel in accordance with 5 USC 7119. The parties, by certified mail, shall forward all articles and justifications to FSIP and serve the other party a copy on the date of submission.

IMPASSE

SECTION 27. The parties shall, by certified mail or hand delivery (with signature designating receipt) forward all articles and justifications to the other party on same day of submission to FSIP.

SECTION 28. When using interest-based bargaining, the parties agree to follow the guidelines as cited in the joint training of both parties.

SECTION 29. Both parties understand that FSIP has full authority to direct hearings outside the Vicksburg area and the Employer will be responsible for travel and per diem payment, in accordance with the JTR.

NEGOTIATION SESSIONS

SECTION 30. Negotiation sessions will begin on the first Monday on or after the 40th calendar day following the exchange of proposals. Negotiation sessions will not occur on official Government Holidays. The parties are agreeable to having a mediator present during negotiations.

SECTION 31. Negotiations will be conducted as follows:

Round 1, First Week

Five consecutive days (Monday-Friday) 6 hours a day (8:00 a.m.-12 noon; 1:00 p.m.-3:00 p.m.).

Round 2, Second Week

Four consecutive days (Mondays-Thursday), 6 hours a day (8:00 a.m.-12 noon; 1:00 p.m.-3:00 p.m.).

Round 3, Third Week

Four consecutive days (Monday-Thursday), 6 hours a day (8:00 a.m.-12 noon; 1:00 p.m.-3:00 p.m.).

Round 4, Fourth Week

Five consecutive days (Monday-Friday), 6 hours a day (8:00 a.m.-12:00 noon; 1:00 p.m.-3:00 p.m.).

Round 5, Fifth Week

If necessary, this week will serve as a make up of any days that were canceled.

Note: There is no break between rounds.

Negotiating sessions will be held at some mutually agreed upon location. At the end of the fifth week, the parties will meet for the purpose of determining (1) if all articles have been covered, (2) the need for continuing negotiations until all articles are covered, and/or (3) the need to request the assistance of a mediator. Meeting to accomplish the above will take place within three (3) weeks (unless the schedule of a mediator dictates otherwise), following the rounds described above, until completion.

SECTION 32. The contents of this contract are contingent on the AFGE, Local 3310 retaining its entitlement to exclusive recognition.

SECTION 33. AVAILABILITY OF REGULATIONS

Upon request, the Employer will ensure that the Union has access to published, non-classified, regulatory material pertaining to the subject under negotiations, provided that such material is available at the WES library or in the Directorate of Human Resource Management, Vicksburg. Access will be provided, where material is located, during normal work hours, Monday through Friday on scheduled workdays.

AGENCY HEAD APPROVAL AND RENEGOTIATION

SECTION 34. After the negotiation process has been completed, including negotiations, mediation, and impasse, if appropriate the Contract will be typed, proofed by both parties and mailed within a reasonable time. The party responsible for the printing of the Contract shall provide two (2) true and accurate copies and a disk of the submission to the other party.

SECTION 35. If either party is contacted for clarification of what the parties meant by a section or article, the other party will be given the opportunity to be a part of the conversation.

SECTION 36. RENOGOTIATION

Within one (1) workday after receipt from head of the Agency notifying WES of the disapproval of agreement, the Employer agrees to notify the Union President (or his designee) through a fax and hard copy delivered letter of such disapproval. The Employer agrees to include in the letter the reason(s) for the disapproval, and a copy of the agency letter of approval/disapproval. The Employer will also include copies of laws, rules, regulations, statutes, policies, etc. cited as reasons for the disapproval.

Renegotiations shall begin within three workdays after notification to the Union. Such renegotiations shall be accomplished under these ground rules.

TRAINING ON THE CONTRACT

SECTION 37. After the Contract has been approved and becomes effective, supervisors of union officers and representatives, union officers and representative, and management officials with labor relations responsibilities shall participate in joint training on the Labor-Management Contract.

The costs associated with the above training will be borne by management. The training will be conducted by a member of management and a union official.

ARTICLE 24
PARKING

SECTION 1. The Employer agrees to continue to provide secure, adequate, and convenient parking for employees provided they comply with regulations and laws.

SECTION 2. The Employer agrees to conduct bargaining should a major change in parking policies adversely affect unit employees to the extent that available parking spaces for unit employees are reduced by 10 percent or more.

ARTICLE 25
POSITION CLASSIFICATION

SECTION 1. A position consists of the duties and responsibilities currently assigned or delegated by competent authority.

SECTION 2. The position description is a written record of the basic duties and responsibilities assigned to a position. The position description shall clearly state what work is to be performed. The position description does not describe every duty the employee will be expected to perform, it merely describes the major duties and responsibilities. Minor duties may be omitted from the position description or covered by a brief statement showing that minor duties may be performed.

SECTION 3. The Employer will annually review position descriptions with employees to ensure they reflect the currently assigned duties of the employees, to ensure that significant changes in duties and responsibilities are reflected in the position description.

SECTION 4. Each employee will be provided a copy of a complete, accurate and thorough job description upon reporting for duty in the position and when changes are made in the position description.

SECTION 5. The Employer will inform the Union as soon as possible of changes to be made in the grade controlling and/or principal duties and responsibilities of position held by bargaining unit employees and of proposed changes in the affected position descriptions. The Union will have the right to negotiate.

SECTION 6. An employee may initiate a request for a position review by bringing to the attention of the immediate supervisor significant aspects of duty assignments believed not to be covered by the official position description. An employee may meet with appropriate management official to discuss any position description problems. If the supervisor agrees that material differences exist, arrangements will be made for preparing a new position description or amendment to bring the position up-to-date. If no agreement can be reached, the employee has a right to file a grievance and be represented by the Union.

SECTION 7. An employee who believes his/her position description to be inaccurate has the right to appeal the classification of the position in accordance with appropriate regulations.

Where the classification of a position results in the reduction in grade or pay of an employee, at the employee's option, the employee may appeal through the negotiated grievance procedure, contained in this contract, or to the Merit Systems Protection board, but not both.

SECTION 8. An employee may personally file a classification appeal or designate, in writing, a representative to process the appeal. Two or more employees may appeal jointly if they occupy identical positions and agree on the basis of the appeal.

SECTION 9. Employees may appeal changes in their position descriptions or the classification of their position at any time. However, if an employee appeals an Employer decision that would result in the downgrading of their position, the appeal must be filed in accordance with governing regulations.

SECTION 10. Each bargaining unit employee and his/her immediate supervisor will meet at performance appraisal time or mid-year review (whichever comes first) for the express purpose to ensure accuracy of position descriptions. Copies of all revised descriptions will be forwarded to the Union.

SECTION 11. The phrase "other duties as assigned" shall not be used as the basis for the assignment of duties unrelated to the principal duties of an employee's position, except on a temporary basis.

SECTION 12. The Employer will discuss with the employee proposed changes of major duties which results in a multi-craft trade and ensure that the position is properly classified.

ARTICLE 26
MERIT PROMOTION AND PLACEMENT

SECTION 1. PURPOSE AND POLICY.

a. The purpose of these provisions is to ensure that merit principles are applied in a consistent manner to unit employees without regard to political, religious, or union affiliation or non-affiliation, marital status, race, color, sex, national origin, non-qualifying handicapping condition, or age and shall be based solely on job-related criteria. This article encompasses broad requirements pertaining to the implementation of 5 CFR 335 Promotion and Internal Placement.

b. It is agreed that the Employer will utilize the skills and talents of its employees as well as those of outside applicants toward attaining a mix of employees representative of all segments of society.

c. The parties agree that the purpose and intent of the provisions contained herein are to ensure that equitable principles are applied in a consistent manner for bargaining unit employees.

SECTION 2. It is understood that the term "Merit Promotion" covers the requirements of high authority for assuring that promotions are made on a merit basis under systematic and equitable procedures established for this purpose. Procedures outlined in appropriate regulations and in this Contract will be followed in processing merit promotion actions. It is agreed that selecting officials will not preselect for a position filled under competitive procedures nor will a promotion be based on favoritism.

SECTION 3. It is agreed that the Activity will utilize to the maximum extent possible the skills and talents of its employees. For this reason, consideration will first be given to well qualified WES applicants in filling vacant positions unless prohibited by higher authority. This will not in any way restrict the selecting supervisor from selecting the best qualified candidate(s).

SECTION 4. The parties agree to encourage all employees to familiarize themselves with the provisions of the Activity's Merit Promotion and Placement Program: to strive for self-

improvement; and to compete for positions for which they desire to be considered and for which they believe themselves to be qualified. The parties agree to remind employees at least once a year that records contained in official personnel folders should contain up-to-date information in regard to their experience, education, and training. The Activity agrees to inform employees who seek to update their personnel records of the proper procedures to follow.

SECTION 5. The Activity agrees to excuse employees without charge to leave or loss of pay to take advantage of scheduled examinations and/or interviews required, in accordance with governing regulations.

SECTION 6. The Activity agrees to post all WES vacancy announcements on official bulletin boards. WES vacancy announcements will be posted on the official bulletin board seven (7) calendar days prior to the opening date and in addition to the five (5) workday open period of the announcement. Announcements will include a summary statement of duties, a statement of required qualifications, a statement of any special knowledge, skills, abilities and personal characteristics determined essential for effective job performance and for identifying the highly qualified candidates.

SECTION 7. The Activity agrees to provide the Union President two (2) copies of all WES vacancy announcements, cancellations or amendments to vacancy announcements.

SECTION 8. Upon request by the Union, WES will provide an explanation of the reasons for cancellation or amendment of vacancy announcements.

SECTION 9. When a vacancy has been announced, it will be the responsibility of the employee to apply. In the event of employee absence due to TDY or extended sick leave, the supervisor will assure that the employee is informed of WES vacancy announcements where applicable. In the employee's absence another person may apply for the employee.

SECTION 10. The parties agree that an employee's request for reassignment or change to a lower grade position within the Activity, which does not offer promotional opportunity may be considered without applying competitive procedures. Employees will submit the request for such consideration in writing to the

Personnel Office. Noncompetitive actions will not be used to circumvent merit promotion placement and policy.

SECTION 11. WES agrees that an employee who applies for a position, and is found not qualified or is not selected will upon request to his/her supervisor, be referred to an appropriate WES Official, HR Specialist, or Special Emphasis Program Coordinator to obtain counsel as to how prospects for promotion might be enhanced. The employee may be accompanied by a union representative if requested.

SECTION 12. Supervisory appraisals and/or evaluations of past performance, as used in the merit promotion process, shall be shown to and discussed with the employee, and the employee will be given an opportunity to comment on the evaluation. When the absence of an employee will cause a delay in the selection process in excess of three (3) workdays, the selection process will be continued without affording the employee the opportunity to comment on the evaluation. Assessment of potential for supervisory positions will be shown to the employee upon request.

SECTION 13. Following selection of an applicant for a position, non-selected applicants will receive written notice of non-selection.

SECTION 14. Upon request of the Union, Employer agrees to provide to the Union access to all available and appropriate information, which was used in selecting a candidate for promotion within the Unit.

SECTION 15. First consideration will be given to qualified employees in the immediate work area for temporary promotion.

SECTION 16. WES agrees that the bargaining Unit employees will not be denied career advancement and development opportunities through abuse of the merit promotion policy. Reclassification of a position within the Activity will not be used to avoid the principles of the merit promotion policy.

SECTION 18. DEFINITIONS

1. Position Change - a promotion, demotion, or re-assignment made during an employee's continuous service within the same activity. A position change by any of these methods may also

involve a change to official headquarters or another post of duty within the agency.

2. Promotion - The change of an employee to a position at a higher grade level within the same job classification system and pay schedule or to a position with a higher rate of basic pay in a different job classification system and pay schedule.

3. Change to Lower Grade/Demotion - Personnel action that move an employee, while serving continuously in the same Activity, to:

a. a position at a lower grade when both old and new positions are under the General Schedule or under the same type graded wage schedule, or

b. to a position with a lower rate of basic pay when both the old and the new positions are under the same type ungraded wage schedule or in a different pay-method category.

4. Reassignment - The change of an employee from one position to another without promotion or change to lower grade. Reassignment includes, but is not limited to:

a. movement to a position in a new occupational series, or to another position in the same series;

b. assignment to a position that has been redescribed due to the introduction of a new or revised classification or job grading standard;

c. assignment to a position that has been redescribed as a result of position review; and

d. movement to a different position at the same grade but with a change in salary that is the result of different local prevailing wage rates or different locality payment.

5. Area of Consideration - The area in which the Employer makes an intensive search for eligible candidates in a specific merit promotion action. The minimum area of consideration is the area designated by the merit promotion plan in which the Employer should reasonable expect to locate enough highly qualified candidates as determined by the Employer to fill vacancies in the positions covered by the plan. When the minimum area of consideration produces enough highly qualified candidates and

the Employer does not find it necessary to make a broader search, the minimum area of consideration is the same.

6. Qualified Candidates - Those who meet established minimum qualification requirements for the position.

7. Best-Qualified Candidates - Those qualified candidates who rank at the top when compared with other eligible candidates for a position. A reasonable number of the best-qualified candidates are referred for selection.

8. Selective Placement Factors - Knowledge, skills, or abilities essential for satisfactory performance on the job and represent an addition to the basic standards for a position. For example, in some jobs the incumbents will be able to perform the required duties and responsibilities only if they possess a required license of some type, or are required to climb to certain heights, air travel, etc.

SECTION 19. ACTION COVERED BY COMPETITIVE PROCEDURES.

Competitive procedures will apply to the following types of personnel actions concerning bargaining unit positions:

- a. Promotions except those listed in Section 20 of this Article.
- b. Temporary promotions for more than 120 calendar days.
- c. Details over 120 calendar days to higher graded positions or to positions with known promotion potential. Bargaining unit employees will not be detailed or temporarily promoted to higher graded positions for more than cumulative total of 120 days during any 12 month period without the use of competitive procedures.
- d. Selection of training required for promotion.
- e. Reassignment or change to lower grade to a position with greater promotion potential than last held. Exceptions are actions permitted by reduction-in-force regulations and reassignment of an intern or trainee as part of the training and development plan
- f. Reinstatement/Transfers to a permanent or temporary position at a higher-grade level than the last grade held in a non-temporary position in the competitive services.

SECTION 20. ACTION NOT COVERED BY COMPETITIVE PROCEDURES.

Competitive procedures will not apply to the following personnel actions:

- a. Promotions resulting from the upgrading of a position, without significant change in duties and responsibilities, due to issuance of a new classification standard or the correction of an initial classification error.
- b. Position change permitted by reduction-in-force regulations.
- c. Promotion without current competition when at an earlier stage an employee was selected from a civil service register or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled.
- d. Promotion resulting from an employee's position being reclassified at a higher grade because of additional duties and responsibilities.
- e. Promotion following non-competitive conversion of a cooperative education student, Veterans Readjustment appointee, and upward mobility employee in accordance with appropriate regulations.
- f. Temporary promotion or detail to a higher graded position of 120 calendar days or less.
- g. Re-promotion to a grade and position from which an employee was involuntarily changed to lower grade without personal cause.
- h. Promotion of a candidate not given proper consideration in a previous competitive personnel action.
- i. Promotions directed by third parties, such as EEOC, Federal Labor Relations Authority, the courts, or other authority as provided by appropriate regulations.
- j. Promotions as a result of negotiated settlements of formal or informal EEO complaints under EEOC regulations.
- k. Selection of a candidate from the re-employment priority list for a position for which he/she qualifies.

SECTION 21. EMPLOYEES ON LOAN TO OTHER ORGANIZATION

Employees who are "loaned out" to other organizations should be detailed or temporarily promoted (i.e. documented by a personnel action) if the length of stay is expected to exceed 30 days. Details to higher grades will not be interrupted solely for the purpose of avoiding temporary promotions.

SECTION 22. ADVANCED CONSIDERATION BEFORE USING COMPETITIVE PROCEDURES.

1. FOR EMPLOYEES INVOLUNTARILY CHANGED TO LOWER GRADE.

Employees who are involuntarily demoted without personal cause or who have grade retention status are entitled to consideration for re-promotion before using competitive procedures. This applies to positions at the employee's retained grade or at any intervening grades that are to be filled under competitive procedures. The right to this consideration does not apply to a position with promotion potential higher than that of the position held at the time of the change to the lower grade.

2. FOR EMPLOYEES NOT GIVEN PROPER CONSIDERATION. An employee who was not given proper consideration due to a procedural violation or error in a previous competitive placement action must be given advance consideration for the next vacancy which becomes available in the same occupational family as the position denied. This means that the employee must be referred to the selecting official for consideration before using the competitive procedures. If selected the employee is promoted or reassigned non-competitively. If the employee refuses consideration, the employee forfeits his/her entitlement to the advance consideration, unless the consideration is violation of the Statutes, Law, Rules, or Regulations.

SECTION 23. RE-POSTING.

If a vacancy announcement has been posted and any information is later found to be in error or subsequently changed, i.e., area of consideration, duty station, grade change, career ladder of the position, or if there is a change in the factors by which the candidates will be evaluated, the announcement must be re-posted citing the change and whether or not the original applicants need to re-file in order to be considered. Posting time and distribution shall be the same as the original vacancy announcement.

SECTION 24. ESTABLISHING THE BEST QUALIFIED LIST.

1. To be eligible for promotion or placement, candidates shall meet the minimum qualification standards prescribed or approved by OPM and selective placement factors identified as essential for successful performance by the closing date of the announcement. Notification of ineligibility shall be forwarded to applicants prior to submission of the referral list to the selecting official.
2. A job analysis shall be developed to determine the knowledge, skills, and abilities required to identify the best-qualified candidates for the position to be filled.
3. All candidates for promotion shall be evaluated under the appropriate crediting plan for the position to be filled.
4. A crediting plan shall be based on a job analysis to identify the knowledge, skills, and abilities for successful job performance. Knowledge, skills, and abilities will differentiate superior candidates from other employees or applicants.
5. A Supervisory Appraisal of Documented Performance or Potential Performance should be submitted by applicants for vacancies announced under the plan. The form may be completed by the applicant's supervisor or any other formal supervisor.
6. When a panel is used, the following conditions will apply:
 - a. When rating panels are used they shall be convened and operated in accordance with the Merit Promotion and Placement Plan.
 - b. The panel will not give out the name, address, social security number, age, sex, or race of the applicant(s).
 - c. The panel will be instructed on procedures for rating and ranking applicants and panel results will be reviewed for consistency and for correct use of the crediting plan.
7. The servicing Directorate of Human Resources Management decides how many candidates to refer by considering their scores, the break points or gaps between scores.

SECTION 25. EMPLOYEE APPLICATIONS.

1. FILING AN APPLICATION. To be considered for a vacancy, an employee must file an application with the servicing Personnel Office. During the posting period, an employee's supervisor or another employee may file an application if an employee is on leave or temporarily at another location.

2. TIME LIMITS. The time limits for filing for a posed vacancy are as follows.

a. Open Continuous Announcements - An employee may file at any time as outlined on the vacancy announcement. The register will be updated prior to filling a vacancy.

b. Individual Announcements - Applications will be accepted if they are received or postmarked by the closing date.

3. COMPLETING THE APPLICATION. An employee wishing to be considered for an announcement will complete, in writing, an application for the posted vacancy as follows:

a. The employee should identify the announcement number and position title.

b. The employee should describe experience as it relates to knowledge, skills, and abilities for the vacancy.

c. The employee will describe any training or outside activities related to the vacancy.

d. Job-related performance appraisals will be submitted.

e. The employee will give organization location, and/or home address, home and/or work telephone number, and will sign and date the application.

f. Any other information required by the announcement.

4. MULTIPLE APPLICATIONS. When an employee applies for more than one announcement, full consideration will be given for each vacancy applied for, regardless of selection to one of more vacancies.

5. WAGE GRADE. It is understood that wage employees may compete, if eligible, for General Schedule positions, and vice versa.

SECTION 26. INTERVIEWING

If the selecting official interviews applicants, all best qualified candidates who are referred will be interviewed. When a face to face interview is not possible, a telephone interview is acceptable. The selecting official is responsible for ensuring that interview questions are job-related.

SECTION 27. SELECTION

1. The selecting official has the right to select or not select any candidates referred, as long as the selection is based on merit principles in accordance with 5 U.S.C., Chapter 2301 Merit Systems Principles and this Contract

2. If the selecting official rejects all of the candidates referred, written bona fida reasons will be provided to the Directorate of Human Resources who will advise those who were on best qualified list of the reasons for non-selection.

3. A selecting official will normally render a decision within one (1) pay period of receipt of the best-qualified list or completion of all interviews.

4. As cited in the Merit Promotion Plan, when a decision has been made, the selecting official will notify the Directorate of Human Resources Management, who will be responsible for notifying the employee. They will also notify those on the best-qualified list of the name of the selectee.

SECTION 28. EMPLOYEE INFORMATION.

1. GENERAL. Upon request an employee will be provided, in writing the following information for each vacancy applied for:

- a. Whether the employee meets minimum requirements,
- b. What rating levels were assigned in each category by the evaluation panel,
- c. Employee's relative standing in numerical listing.
- d. What the Best Qualified List cutoff score was,

- e. Whether or not the employee was on the Best-Qualified list,
- f. The name of the employee selected for the vacancy,
- g. The procedures the employees may use to complain to the Office of Special Council, or the EEO.
- h. In what areas, if any they can improve to increase their chances for future promotions to the position in question.

2. INFORMATION REGARDING THE PROMOTION ACTION. The designated personnel specialist listed in the vacancy announcement shall provide the information under this Section. No member of the Evaluation Panel may transmit any information concerning a promotion action to any applicant, or other unauthorized person. The selection official will not discuss the promotion action with the employee until after Personnel has notified the selectee(s).

SECTION 29. CAREER LADDERS.

- 1. The Employer will identify and publish career ladder positions in appropriate categories.
- 2. Career ladder positions will be identified, published, and made available to unit employee.
- 3. An employee in a career ladder position below the full performance level will be a promotion eligible; provided it is allowed by budgetary constraint, the employee meets qualification requirements, has demonstrated a capability to satisfactorily perform duties assigned and is able to perform at the next higher level. Appropriate duties and responsibilities must be present to sustain upgrading.

SECTION 30. MISCELLANEOUS.

- 1. COMPENSATION. An employee's level of compensation upon promotion shall be set in accordance with applicable regulations.
- 2. MERIT PROMOTION AND PLACEMENT RECORDS. A file sufficient to allow reconstruction of the competitive action will be kept for two years, unless there is a grievance or complaint pending on the particular promotion action, in which case the file will be

retained in accordance with regulations concerning the filing of documents related to grievances or complaints.

3. EFFECTIVE DATE. An employee who has been selected for a competitive promotion will have his/her promotion effective no later than one complete pay period following selection unless circumstances require otherwise (i.e., within-grade increase, long distance moves, exigencies of the Employer)

SECTION 31. PREVENTION OF ABUSE.

The parties agree that all Merit Promotion and Placement actions shall be taken in a manner which will ensure that **NO** employee will be denied a fair opportunity to be selected for any position due to abuse of authority by the selecting official or other management officials. An example of abuse is detailing a person into a position to give them the opportunity to gain experience to qualify for that position when it is advertised.

ARTICLE 27
PERFORMANCE APPRAISAL SYSTEM/WITHIN GRADE INCREASE

SECTION 1. The Employer agrees to maintain a performance appraisal system which is fair, objective, and job-related. Raters and Ratees are partners in the performance management process. Both are responsible for creating and maintaining the open dialogue necessary for effective working relations and top level performance.

SECTION 2. The performance appraisal system is designed to be used as a tool for executing basic management and supervisory responsibilities by:

- a. Communicating and clarifying agency goals and objectives;
- b. Identifying individual accountability for the accomplishment of organizational goals and objectives;
- c. Evaluating and improving individual and organizational accomplishments;
- d. Using the results of performance appraisal as a basis for adjusting basic pay and determining performance awards, training, reassigning, promoting, reducing in grade, retaining, and removing employees.

SECTION 3. Currently, all employees of the Activity, except wage grade employees are covered under provisions of the laboratory demonstration project performance appraisal plan. Wage grade employees are covered by the TAPES Plan.

SECTION 4. The rating period will normally be a period of one year in length. Employees will be given a performance review at least semi-annually. Additional reviews will be given as the supervisor deems appropriate or upon the employee's request. During these reviews, the supervisor will discuss the employee's performance. Unless otherwise noted it is assumed that the employee's performance was at least fully successful. Again, the supervisor will sign the form with a copy provided to the employee. The employee shall retain the right to either sign or not sign his/her appraisal forms. The employee will be allowed to state, in writing, any objections to his/her rating. The employee's signature on this form does not signify agreement

with the supervisor's comments but only reflects receipt of the form. Completion of duties outside the individuals position description or under a different supervisor for a period of one hundred and twenty (120) calendar days or more requires a special rating for that employee.

SECTION 5. After completion of the rating period, a performance rating will be completed, reviewed and issued to the employee within forty-five (45) calendar days. Again, should the employee sign the form, the employee's signature only reflects receipt, not agreement, of the completed form. A justification (bullet comments) for all ratings must be documented on the form and made a part of the employee's performance appraisal file.

SECTION 6. After counseling, if a supervisor determines an employee is not performing at an acceptable level in one or more critical elements, the supervisor will develop a performance to improve plan (PIP) and clearly identify acceptable performance standards. The purpose is to assist the employee in bringing performance up to an acceptable level.

SECTION 7. If a within-grade increase is denied, the supervisor must have met the requirements of Section 6 above by no later than the date the employee became eligible for the increase. Any delay in determination must be in accordance with the Code of Federal Regulations.

SECTION 8. The annual overall performance rating will be kept on file only for the period specified by Office Of Personnel Management Regulations. In the event the rating is appealed materials relied upon in making the appraisal will be furnished to the employee.

SECTION 9. Management agrees to train all supervisors and employees on the Total Army Performance Evaluation System 60 days from the effective date of the contract.

SECTION 10. An employee under the Wage System is entitled to a higher step/rate and shall be advanced to such step/rate at the beginning of the first applicable pay period following completion of the time in grade requirement, provided the employee has not received an equivalent increase during the waiting period, has received at least an acceptable performance rating on his performance appraisal and is not under a PIP. The waiting periods for step increases for wage grade employees are as follows:

STEPS	-	1 to 2	-	26 weeks
STEPS	-	2 to 3	-	78 weeks
STEPS	-	3 to 4	-	104 weeks
STEPS	-	4 to 5	-	104 weeks

ARTICLE 28
REDUCTION IN FORCE/TRANSFER OF FUNCTION

SECTION 1. This article governs:

1. Transfer of function; and
2. The separation, demotion, reassignment requiring displacement of another employee, or furlough for more than thirty (30) days of unit employee(s) by reduction in force from their respective competitive levels. The reduction-in-force will be accomplished in accordance with Code of Federal Regulations 5 Part 351 and this contract.

SECTION 2. The Union will be given an opportunity to negotiate per Article 49, Negotiations During the Term of the Contract, changes in policies in accordance with statutes and this contract on reduction-in-force.

SECTION 3. WES agrees to notify the Union President via E-mail and hard copy as soon as a Reduction in Force is being considered which affects bargaining unit employees. The written notice will contain the reasons for the reduction, the competitive area, the type and probable number of positions to be reduced and the approximate date the action is to be taken.

SECTION 4. In the event a reduction in force is implemented, the affected employees and their representatives, if any, may review the retention register and records which have a bearing on the reduction-in-force action affecting them.

SECTION 5. An employee who is a member of the bargaining Unit and who is separated in a reduction in force shall be counseled and shall receive all applicable information prior to separation concerning reemployment with the Federal Government.

SECTION 6. In the event of a reduction in force, existing vacancies will be used to the maximum extent possible in accordance with 5 CFR Part 351 to place employees in continuing positions, who otherwise would be separated from the Service. Retention of these employees may be by transfer to a vacant position for which the employee is qualified. All reductions in force will be carried out in strict compliance with applicable laws, regulations, and this contract.

SECTION 7. When the Employer considers any of the actions stated in this article are necessary, notice will be provided to the President of the Union, or his/her designee, as soon as possible. No later than two (2) workdays after the Employer has made such a determination. The Union will receive specific information concerning the matter, to include, but not limited to:

a. The reason(s) for the action and the type of action to be taken;

b. The approximate number, type and geographic locations of the positions affected;

c. The race, sex, and age of the employees in the positions to be abolished;

d. Approximate date the action is to be effected; and

e. A list of names and classifications of Unit employees affected by the Reduction In Force prior to the issuance of the specific notice(s) to employees.

SECTION 8. In no case shall the Employer give the general notice to the employee prior to the Union receiving advance notice.

SECTION 9. Upon issuance of the General notice (at least 180 days prior to the effective date) of a Reduction-in-Force affecting bargaining unit employees, negotiations to minimize impact on employees shall begin in accordance with statutes and this Contract.

SECTION 10. An individual who is adversely affected by actions stated in the article, as a minimum, shall be given specific notice as required by 5 CFR Part 351 subpart H, Notice to Employees.

SECTION 11. The notices will contain the following information:

a. The action to be taken, the reasons for the action, and its effective date;

b. The employee's competitive area, competitive level, subgroup, service date, and annual performance ratings of record received during the last 4 years;

c. The place where the employee may inspect the regulations and records pertinent to this case;

d. The reasons for retaining a lower standing employee in the same competitive level;

e. Information on reemployment rights;

f. The employee's right, as applicable, to appeal to the Merit Systems Protection Board under the provision of the Board's regulations;

g. Employee placement assistance; and

h. Grade and pay retention.

SECTION 12. Additional service credit is based on the last three annual performance ratings of record which are received by the employee during the three year period prior to the date of issuance of the specific notice. No new annual performance ratings will be put on record and used for RIF purposes after the issuance of specific notice.

SECTION 13. Employees changed to lower grade through these actions will receive priority consideration for vacant positions in accordance with CFR 5 part 351. Employees will receive information regarding registration in appropriate placement programs.

SECTION 14. The servicing personnel office shall maintain a list of vacancies, and maintain a copy of government wide job bulletins.

ARTICLE 29
EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Employee Assistance Program provides for assistance to employees who have personal problems related to alcohol, drug abuse, or other problems which have an adverse effect on job performance, attendance and/or quality of work life.

SECTION 2. It is the policy of the Department of the Army and this Command:

a. To recognize alcoholism and drug abuse as treatable health problems.

b. That employees with problems of alcohol or drug abuse will receive the same consideration and offer of assistance that is extended to employees having any other illness or health problems.

c. That sick leave will be granted for the purpose of treatment or rehabilitation as with other illnesses.

d. That the confidential nature of medical and counseling records of employees referred for counseling will be properly safeguarded.

e. That no employee will have his/her job security or promotion opportunities jeopardized by his request for referral assistance, except as limited by laws and current regulations relating to sensitive positions.

SECTION 3. A Civilian Program Administrator designated by the Employer is responsible for implementing the program in accordance with applicable directives.

SECTION 4. Employee assistance professionals will provide assessment and referral services.

SECTION 5. Employees who suspect they may have an alcohol or drug abuse problem, or any problem which is adversely affecting their quality of work life and/or job performance, are encouraged to voluntarily seek information and referral on a confidential basis by contacting the Employee Assistance Program Counselor.

SECTION 6. If any provisions in this Article conflict with provisions relating to Drug Testing, the provisions/procedure of Drug Testing will take precedent.

**ARTICLE 30
OCCUPATIONAL SAFETY AND HEALTH**

SECTION 1.

1. It will be the responsibility of the Employer to maintain an occupational Safety and Health Program in accordance the appropriate Code of Federal Regulations, Occupational Safety and Health Act, Engineer Manual 385-1-1, and this Contract

2. The Employer is responsible for providing a safe and healthful workplace. The Employer and the Union agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries, and health hazards in all area under the Employer's control.

3. Employees will comply with occupational safety and health standards and this contract.

OCCUPATIONAL SAFETY AND HEALTH COMMITTEES

SECTION 2. The Parties shall activate the Occupational Safety and Health Committee within thirty workdays following the effective date of this Contract.

SECTION 3. The committee will meet at least quarterly. Management will ensure that general safety meetings with operational and field employees are held.

SECTION 4. Written minutes of each meeting will be maintained and distributed to each committee member and at least one copy will be posted at applicable job sites.

SECTION 5. In accordance with applicable, laws, rules, regulations, and this Contract the Activity will make available to the committees existing Activity information relevant and necessary to the duties of the committee. Examples of such information include the Activity's safety and health policies and program, accident, injury, and illness data, epidemiological data, material safety data sheets, inspection reports, abatement plans, fire drills data sheets, hazardous weather and material data sheets, and internal and external evaluation reports.

SECTION 6. The committee will monitor the safety and health program and make recommendations to the official in charge of

the operation of the program and elevate to higher levels safety issues needing further attention, if appropriate.

SECTION 7. The committee will monitor findings and reports of work-place inspections to confirm that appropriate corrective measures are implemented.

SECTION 8. The committee will participate in scheduled inspections of the work sites and workstations. Participation will be on duty time.

SECTION 9. The committee will monitor plans and make recommendations for abating safety and health hazards.

SECTION 10. The committee will review responses to reports concerned with allegations of hazardous conditions and alleged safety and health program deficiencies.

SECTION 11. If a member of record on the committee is not substantially satisfied with the response, he/she may report his/her dissatisfaction to the Occupational Safety and Health Administration (OSHA), and/or request an appropriate investigation by OSHA.

SECTION 12. The committee will review procedures for handling safety and health suggestions and recommendations from employees.

SECTION 13. The committees will review reports of unsafe and unhealthful conditions where the hazard has been disputed.

SECTION 14. Union members of the committee shall participate in the committees' inspection of the workplace. Such employees will be authorized normal duty time to participate.

SECTION 15. The Activity agrees to post at each work-site a poster in accordance with OSHA regulations, among other information, the poster will list the name and phone number of the designated Activity representative and union representative to contact for safety and health matters.

SECTION 16. ABATEMENT OF UNSAFE AND UNHEALTHFUL WORKING CONDITIONS

1. The Employer will abate unsafe or unhealthy working conditions.

2. When a hazard cannot be abated without assistance of another federal agency, the Employer will contact and work with that agency concerning abatement.

3. Whenever the Employer cannot abate such conditions within thirty (30) calendar days, it will develop an abatement plan, including a proposed timetable for the abatement, and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthful working conditions. Employees exposed to the conditions will be informed of the provisions of the plan and actions taken to prevent their exposure to the conditions.

SECTION 17. IMMINENT DANGER AND IMMINENT RISK SITUATIONS

1. Employees will report suspected unsafe or unhealthful working conditions, which may cause death, injury, occupational illness, loss of a facility, or major property damage, to their supervisor and the union representative.

2. If an employee reports an unsafe or unhealthful working conditions through the normal reporting procedure and the Employer determines that imminent danger exists, the Employer will undertake immediate abatement and the withdrawal of exposed employees who are not necessary for abatement. Employees not needed for abatement will follow instructions.

3. If an employee reasonably believes that he/she is being exposed to a health or safety hazard presenting an imminent risk of death or serious bodily harm and he/she reasonably believes that there is insufficient time to seek effective redress through the normal hazard reporting procedure for imminent danger situations, then the employee may cease work and leave the area without charge to leave, provided that he/she immediately reports the situation to the nearest supervisor and follows the instructions given.

4. When the Employer determines that a serious hazard exists at a work-place, actions will be taken to prevent employee exposure to the hazard, precautionary signs or notices will be posted and the Union President/designee will be notified. The notice shall be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful working condition and any required precautions to the full extent required by applicable regulations.

SECTION 18. SAFETY TRAINING

1. The Employer will provide employees with appropriate orientation and/or training to perform their jobs safely. Such training shall include instructions in proper work methods to be used and proper use of required personal protective equipment.

2. Consistent with the CFR and this Contract, the Employer shall provide appropriate safety and health training for Union and management members of Occupational Safety and Health Committee and other unit employees as necessary.

3. Whenever employees are required to perform duties which involve real or potential hazards, the Employer will provide adequate training to said employee. An employee will not be required to work on a job or machine with which he/she is unfamiliar until the Employer has provided adequate training and instructions to safely perform the job. Such training shall include instructions in operation of equipment, and proper work methods to be used. All crewmembers will be trained to stop equipment if the operator becomes disabled.

SECTION 19. EMERGENCY TREATMENT

The Employer and the Union recognize the need for prompt emergency treatment for employees injured on the job. Emergency treatment will be provided through:

- a. First aid treatment,
- b. On-site medical facilities, and/or
- c. Transportation to and from the closest appropriate off-site medical facility.
- d. The employee reserves the right to proceed directly to his/her personal physician or medical facility of his/her choice.
- e. Any expenses incurred by the employee will be reimbursed in accordance with applicable OWCP regulations.

SECTION 20. In response to employee reports of unsafe or unhealthful conditions, the Activity shall require inspections within twenty-four (24) hours for imminent dangers, three (3) workdays for potentially serious conditions and twenty

(20) workdays for other conditions. Employees making these reports may request anonymity. The Union President will be advised of any of the aforementioned inspections. He/she, or his/her designee, will be on official time during these inspections.

SECTION 21. The parties recognize that temperature conditions in and around work areas can have a direct bearing on employees' comfort, morale, health, and safety. In determining the stress that temperature extremes may place upon an individual employee, the personal comfort and health of the employee will be taken into consideration as well as related factors such as wind chill factor, air flow, heat index, the work to be performed, and similar considerations. Workplaces will be maintained at temperature levels appropriate to the nature of the workplace and the type of work being performed in accordance with the Code of Federal Regulations and EM 385-1-1. The Employer agrees to take temperature and humidity readings in situations where heat/cold stress may impact worker safety and health. At any time an employee or the Union feels that this condition is not being followed, they may request compliance. This is for employees working outside or in sheltered enclosed building that do not have temperature control apparatus. The findings shall be evaluated by the facility Safety Officer and Employer shall initiate action necessary to correct situations deemed unsafe.

SECTION 22. REPORTING UNSAFE CONDITIONS

The Employer agrees that it is an employee's right and that it is appropriate and expected that employee will report unsafe or unhealthful working conditions. The Union and unit employees will participate in the Employer's Occupational Safety and Health Program activities.

The parties agrees that oral reports of alleged hazards from an employee to a supervisor are the most prompt method of identifying hazards and agree to encourage the use of such oral reports and their informal resolution. However, written reports will be accepted and acted upon in an appropriate manner.

SECTION 23. In accordance with Executive Orders, CFM, Engineer Manuals, other directives/regulations and this Contract, the Activity, will provide at no cost to the employee standard approved safety equipment, approved personal protective equipment, and other devices necessary to provide protection of employees from hazardous conditions encountered during performance of official duties. An employee may be required to

pay the difference in cost between standard and premium grade equipment requested by the employee.

SECTION 24. When an examination is ordered the employee may go to the eye doctor (opticians/optometrists-OD/ophthalmologists, etc.) of his choice. If the chosen physician indicates that there is a need for new or initial safety glasses, the visit shall be borne by the Activity. If an examination is not ordered and the employee chooses to go to an eye doctor of his/her choice, and the doctor prescribes safety glasses, the activity will pay for the examination and the glasses. If the doctor does not prescribe safety glasses, the employee will bear the cost.

SECTION 25. Protective devices include, but are not limited to, safety glasses (both prescription and non-prescription), safety-toed shoes/boots, (2 (two) pairs each to employees in the Electric Shop, General Construction Section, Cement Model Builders, Plumbers and those who spend at least 40 per cent of their time working out of doors or in and around water), earplugs/muffs, dust masks, safety aprons, foul weather clothing and protective gloves. Protective devices do not include such items normally provided by employees as a part of the requirement of doing their jobs. Employees will use safety equipment, personal protective equipment, and other devices and procedures provided or directed by the Activity as necessary for their protection.

SECTION 26. Within twenty workdays following the effective date of this contract the Activity will provide, at no cost to the employees, two pairs of safety toed shoes/boots to those employees who work in Department of Public Works (DPW).

SECTION 27. The employees shall select any type/style boots/shoes available from the Activity contractor in which the employee feels comfortable, yet is capable of performing his/her work. The price of each pair of safety shoes/boots shall not exceed a maximum of \$100 (one hundred dollars) per pair. Should the employee have a prescription for safety shoes, the Activity will be totally responsible for purchasing them.

SECTION 28. Within twenty workdays following the effective date of this contract the Activity will provide, if needed, at no cost to the employees, one pair of safety glasses (prescription, if required) to those employees who work in DPW and their occupations require the use of safety glasses.

SECTION 29 WORK IN CONFINED SPACES OR REMOTE AREAS

1. When an employee is required to work in confined spaces which present a known hazard likely to cause imminent serious physical harm, another employee will be assigned to work with the employee.

a. Definition of Confined Space, OSHA 29 CFR 1910.146 and ANSI Z117.1-1995

(1) Confined Space - An enclosed area that is large enough and so configured that an employee can bodily enter and has the following characteristics:

- Its primary function is something other than human occupancy
- Has restricted entry and exit.
- May contain potential or known hazards.

(2) Non-Permit Confined Space - A space which, by configuration, meets the definition of a confined space but which after evaluation is found to have little potential for generation of hazards or has the hazards eliminated by engineering controls.

(3) Permit Required Confined Space - A confined space which, after evaluation has actual or potential hazards which have been determined to require a written authorization for entry.

(4) Types of Hazards Found in Confined Spaces are defined in EM 385-1-1, 29 CFR, OSHA and ANSI

(5) Training:

- a) Provide proper training to employees
- b) Certification after training

2. When employees work alone in remote areas, periodic checks will be made by supervisors, security, or others.

3. When work is required to be performed in areas where flammable vapors exist, all such areas will be maintained so that vapor levels remain within acceptable safety parameters as determined by OSHA safety standards and EM 385-1-1.

4. Categories and specific work situations meeting the criteria for hazardous duty (including provision for hazardous duty pay) will be posted on bulletin boards and the Union will be provided a copy. The activity will ensure that any and all employees who work in conditions that are hazardous (and qualify them for

extra pay) will be notified and paid in accordance with OPM regulations.

SECTION 30. REPAIRS AND ADJUSTMENTS TO OPERATING EQUIPMENT

The Employer agrees to consider employee qualifications when determining who will repair or adjust moving or operating machinery, and further agrees that an employees will not be required to perform tasks where the employee reasonably believes that he/she or other employees are in imminent risk of death or serious bodily harm coupled with a reasonable belief that there is an insufficient time to seek effective redress through normal abatement procedures unless such hazards are inherent in their position, such as firefighters or security personnel.

SECTION 31. REMOTE SITES, TDY AND FIELD SAFETY AND HEALTH COMMUNITIES

A designated union representative shall be allowed to participate in safety activities.

SECTION 32. EMPLOYER SAFETY AND HEALTH RECORDS

The Activity agrees to compile and maintain records required by the Occupational Safety and Health Act and provide copies to the Union, if requested.

SECTION 33. In case of an on-the-job death or injury, the Activity will promptly notify the Union of the name of the employee involved. A report of the incident will be provided to the Union within five (5) workdays following the date of the incident. A designated union representative will be authorized on any investigation team that is formed or any investigation that is conducted.

SECTION 34. In case of an occupational related on-the-job injury or illness, the supervisor will provide the injured employee either a CA-1 or CA-2, whichever is appropriate. The Supervisor, or a union official (if requested), will assist the employee in completing appropriate worker's compensation forms.

SECTION 35. The employee will be provided a physical examination as may be required by OSHA standards. The Activitiy shall pay for all examinations ordered or offered whether conducted by the agency's physician or the employee's physician. The results of the examination will be treated in accordance with the privacy act and the results of the examination will be explained to the employee.

SECTION 36. If an employee is required to take any physical examination, the employee will be provided, in writing, the purpose of the examination and on what basis the examination is required.

SECTION 37. It is the Activity's policy to eliminate or minimize hazards and physical hardships. When such situations cannot be practically eliminated, appropriate environmental differentials will be paid to employees exposed to such situations as provided by 5 CFR.

SECTION 38. Pay for environmental differential will be paid in accordance with the Code of Federal Regulations which shall be placed, and remain on all official bulleting boards of the Activity. A copy of this will be forwarded to the Union no later than five (5) workdays following the effective date of this Contract.

SECTION 39. When the Union and/or a unit employee believe that a local work situation warrants coverage under payable categories of the Code of Federal Regulations it will notify the Activity of the title, location, and the nature of the hazard to justify payment of environmental differential. If it is determined that the work situation falls under the Code of Federal Regulations, the employee will be paid, including back pay, in accordance with the Code of Federal Regulations.

SECTION 40. When the Activity determines or proposes that a local work situation is such that it should be included or excluded from the Code or Federal Regulations it will notify the Union of the title, location and nature of the work and will provide in writing the reason for any denial/inclusion of payment of environmental differential. The Union may investigate the proposal or determination, and if it is found that the work situation does comply with the Code of Federal Regulations the Union may file a grievance/file with OPM.

SECTION 41. Employees working in areas where airborne concentrations of asbestos fibers may expose employees to potential illness or injury, and protective devices or safety measure have not practically eliminated the potential for such illnesses or injuries, will be paid in accordance with this Contract and the Code of Federal Regulation.

SECTION 42. VIDEO DISPLAY TERMINALS (VDT)

1. Employees whose work requires at least 50 percent of their time at a video terminal, and who may suspect that an adverse health effect is caused by use of a video display terminal or microfiche reader, may report the alleged unhealthful condition. The Employer agrees to review factors associated with the video display terminal or microfiche reader which are related to the adverse health effect and take corrective action where warranted.

2. Employees who believe they are suffering adverse health effects resulting from continued use of keyboards and video display terminals may seek remedy under OWCP procedures.

SECTION 43. The Activity further agrees to utilize available corrective measures to reduce the effect of the adverse factor, such as, but not limited to:

a. Alternative work/rest periods of 10 minutes for each hour worked on the machine;

b. Providing a chair that adjusts to different body dimensions;

c. Providing a "hood" for the screen or "tinted flo-tube sleeves" for light fixtures to avoid glare;

d. Allowing ample leg room with space for the operator to elevate feet slightly, if desired;

e. Indirect lighting for best screen illumination and glare;

f. Improved ergonomic conditions in work areas;

g. Provide adjustable wrist rests, copy holders, monitor stands, system stands, and keyboard drawers to help prevent CTS, if requested; and

h. Provide eye examinations in accordance with OSHA Standards.

SECTION 44. The Department of Defense prohibits smoking in the workplace. In implementing and enforcing a smoking policy, employees will be provided a smoke-free environment, recognizing the health hazards of passive smoke on non-smokers and the needs of smokers. The exercise of the right to smoke while in the

Activity's occupied space (nonwork areas) is subject to the terms of applicable regulations.

SECTION 45. Employees are encouraged to contact representatives of the Employees Assistance Program if they have personal concerns about AIDS and its related conditions or to obtain further information. Employees with AIDS or any of its related conditions may contact the Employees Assistance Program to discuss their concerns or to seek referral to professionally trained counselors.

SECTION 46. Under normal WES working conditions, employees have no basis upon which to refuse to work with an AIDS-infected person.

SECTION 47. Employees who are found to have refused to work with, harassed, intimidated, or in any other manner discriminated against AIDS-infected persons are subject to discipline.

SECTION 48. The Activity agrees to maintain and disseminate information concerning AIDS' causes, effects in the work place and prevention.

SECTION 49. Where work is required to be performed in closed areas where flammable or toxic vapors may exist, the Activity agrees such areas will be maintained such that vapor levels remain within acceptable safety standards.

SECTION 50. The Activity agrees to post notice of hazardous conditions discovered in a work place as required by applicable regulations. The notice shall be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful working condition and any required precautions to the full extent required by applicable regulations.

SECTION 51. Any work area where there is any Hazardous Material/Waste will be so identified with a posting at all entrances and exits in appropriate lettering.

SECTION 52. When there are warnings or indications of impending severe weather (heavy rains, strong winds, tornadoes, hurricanes, floods, etc.), weather conditions shall be monitored

and appropriate precautions taken to protect personnel and property from the effects of the severe weather.

SECTION 53. In hot environments, drinking water shall be made available to workers and workers shall be encouraged to frequently drink small amounts. The water shall be kept reasonably cool.

SECTION 54. In those situation where heat stress may impact worker safety and health, work-rest regimens shall be established in accordance with EM 385-1-1, 29 CFR, and OSHA.

SECTION 55. Employees working in air temperatures of -15 F° or less shall utilize the work/warm up regiment.

SECTION 56. At air temperatures of 36 F° or less, workers who become immersed in water or whose clothing becomes wet shall immediately be provided a change of clothing and treated for hypothermia.

SECTION 57. When manual dexterity is not required of a worker he shall be provided, and wear, gloves at the following temperatures:

- a. for light work, 40 F°, and
- b. for moderate and heavy work, 20 F°.

SECTION 58. When fine work is required to be performed with bare hands for more than 10-20 minutes in an environment below 50 F°, provisions will be established for keeping the workers hands warm.

SECTION 59. Metal handles of tools and control bars shall be covered by thermal insulating material or gloves provided at temperatures below 30 F°.

SECTION 60. Workers shall be excluded from work in cold (30 F° or below) if they are suffering from diseases or taking medication which interferes with normal body temperature regulation or reduces tolerance to work in cold environments. If the supervisor cannot utilize the employee for other work, the employee will be placed in an appropriate leave status, unless the disease is job related, in which case the provisions of OWCP will apply.

SECTION 61. The safety committee, as described by OSHA, may travel to all work sites to inspect and ensure that this Article, EM 385-1-1, OSHA and other appropriate regulations are being adhered to by both management and the employees.

SECTION 62. Employees will use sound judgement in his/her dress attire insuring that he/she is not endangering himself/herself or other employees.

ARTICLE 31
RECORD OF EMPLOYEE COUNSELING

SECTION 1. The Parties agree that communications between the employee and supervisor are an essential element to the employee-supervisor relationship. It is also agreed that counseling is a way for supervisors to understand employee problems concerning work, social, or home environment that may be adversely affecting the employee's job performance or working relationship with his co-workers. Further, it is agreed that a written record of counseling in situations where the employee's performance is not meeting established standards is an effective means of documenting and correcting performance deficiencies and motivating the employee to develop a positive approach to problem resolution.

SECTION 2. When a supervisor is contemplating adverse action against an employee, all counseling entries will be made on an official form, entitled "Supervisor/Employee Counseling Record" (Appendix F). Subject to office space limitations at the employee's workplace, counseling sessions, at all times, will be conducted in privacy and in surroundings conducive to frank and open exchange of ideas. These sessions will only be conducted by supervisors and only for those employees subordinate to them in the supervisory chain. The Employer agrees that the employee has the right to have a union representative present during such sessions. If the employee elects to have representation, the counseling will be postponed until a union representative can be present.

SECTION 3. When the need for counseling, as defined in Section 2 above, arises the supervisor will inform the employee at the beginning of the counseling session that he/she is being counseled and the reason for the counseling session. The written record will be dated and signed by the supervisor and the employee will receive a copy and sign as acknowledgement of receipt only and the employee has the option to grieve.

SECTION 4. The counseling record form will be used for documentation when an oral admonishment is given to an employee. In this Case, the counseling-record entry must include the basis for the admonishment and the employee's response.

SECTION 5. Individual entries may be removed or obliterated without otherwise altering the whole counseling record as follows:

1. Supervisors have the option at any time of removing any counseling-record entry they have made which could be unfavorable to the employee. Other management officials in the employee's supervisory chain may direct the removal of any unfavorable counseling record entry based upon a specific determination that it is in the best interest of both the Activity and the employee to do so. Any entry may be removed by the same individuals if it is discovered after the entry is made that it was based on incorrect information.

2. A counseling record pertaining to negative performance or behavior will be destroyed after one (1) year, if the performance has been acceptable or behavior has not been repeated in that time frame and no other unrelated counseling records have been entered in the file. This provision includes oral admonishments. Employees will be informed of this time limitation on counseling records at the time counseling is conducted.

3. Alteration to counseling record entries will be initialed and dated by the supervisor and a copy provided to the employee.

SECTION 6. The Employer recognizes that it has a responsibility to protect the employee's privacy and the personal information on the counseling form.

SECTION 7. Counseling record forms will only be used as indicated above, i.e., to make a record of face-to-face counseling session.

SECTION 8. Only a properly documented "Supervisor/Employee Counseling Record" (Appendix F) will be considered evidence of formal counseling in any later proceeding.

ARTICLE 32
PAY PROVISION

SECTION 1. The Employer shall pay all employees in a timely manner in accordance with the Code of Federal Regulations and this contract.

SECTION 2. If an employee does not receive their paycheck timely, through no fault of their own (lost, theft, mutilation or non-receipt), the employee shall file a statement to substantiate their entitlement to a re-certified payment. At least three mail delivery days after the original check was mailed the employee may file a request for a re-certified check. The check will be issued from the Defense Finance and Accounting Service. The Employer will work with the employee to ensure all requirements for re-issuance of a check are met at the earliest possible date to reduce any employee hardship.

SECTION 3. All new employees shall be informed of the availability of an advance in pay, in one or more installments covering not more than two pay periods, for an employee who is newly appointed to a position in the Activity. The maximum amount of pay that may be advanced to an employee shall be based on the rate of basic pay to which the employee is entitled on the date of his/her appointment with the Employer, reduced by the amount of any allotments or deductions that would normally be deducted from the employee's first regular pay-check.

Unless repayment is waived in whole or in part under "Waiver of Repayment," (Code of Federal Regulations 550.205) the Employer shall recover an advance in pay by installments under payroll deductions or by salary offset, whichever will cause the least amount of hardship to the employee.

SECTION 4. The Employer will approve an advance in pay for new hires experiencing financial hardship. The advance in pay will follow guidelines as outlined in the Code of Federal Regulations.

SECTION 5. RELATION TO OVERTIME, NIGHT, AND HOLIDAY PAY

Premium pay for Sunday work is in addition to premium pay for holiday work, overtime pay, or night pay differential payable under this subpart and is not included in the rate of basic pay used to compute the pay for holiday work, overtime pay, or night pay differential.

SECTION 6. An employee is entitled to pay at his rate of basic pay plus premium pay at a rate equal to 25 percent of his rate of basic pay for each hour of Sunday work which is not overtime work and which is not in excess of 8 hours for each regularly scheduled tour of duty which begins or ends on Sunday.

SECTION 7. Employees shall be given the name of the person who reports their time and attendance.

SECTION 8. The employee shall contact their supervisor in cases of incorrect payments. This communication may be either oral or written. The employee will be kept up to date on what is being done to correct the situation and the approximate time for the error in payment to be corrected. Should the employee request the supervisor to respond in writing, the supervisor shall comply.

SECTION 9. If an employee is overpaid, through no fault of his own, he will be offered the opportunity to repay the overpayment in one lump sum directly to the appropriate management official, or via a deduction from his pay check. Payroll deduction(s) shall be set up in such a manner that it will place as little hardship as possible on the employee in accordance with the Code of Federal Regulations.

SECTION 10. The Activity agrees to provide each unit employee via E-mail or hard copy, the new pay schedules no later than three workdays after the Activity receives the new pay schedules. A hard copy will be forwarded to the Union.

ARTICLE 33
EMPLOYER INITIATED MEDICAL RETIREMENT

SECTION 1. The Parties agree that there may be cases when an Activity initiated medical retirement is appropriate (i.e. in lieu of termination/suspension via adverse actions by management, management has documented evidence that the employee is physically or mentally incapable of performing his duties). Should the need for an Activity initiated medical retirement arises, the Activity will ensure that all conditions set forth are appropriate and that the Code of Federal Regulations and this Contract are closely and accurately followed.

SECTION 2. The Employer will file an application for disability retirement for an employee who has 5 years service when the following conditions are met:

- a. The agency has issued a decision to remove the employee.
- b. The reason for unacceptable performance, attendance, or conduct is disease or injury.
- c. The employee is institutionalized or unable to make the decision him/herself.
- d. The employee has no personal representative, guardian, or family member to file on their behalf.

SECTION 3. When the Employer decides to remove an employee for medical reasons and all the conditions listed above are not met, the Employer will advise the employee in writing of his/her possible eligibility for disability retirement.

SECTION 4. If the Employer is filing a disability retirement application on behalf of the employee and at the same time seeking to remove the employee, they must inform the employee (at the same time of notification of the removal decision) that:

- a. They are submitting a disability retirement application on the employees behalf.
- b. The employee may review appropriate medical information.
- c. The action dose not affect the employees right to submit a voluntary application for retirement.

SECTION 5. When the Employer submits an application for disability retirement of behalf of an employee, it must provide OPM with copies of all documentation.

SECTION 6. Prior to terminating an employee because the employee is physically, medically, or mentally disabled, the Activity will inform the employee of the following:

- a. Disability retirement options or OWCP options.
- b. Assistance is available from the Employer to complete the necessary forms.
- c. The rights to either grieve or appeal the Activity's actions.

ARTICLE 34
TOUR OF DUTY/BASIC WORK/HOURS OF WORK

SECTION 1. **Application.** This Article applies to locations where AFGE Bargaining Unit employees are employed.

SECTION 2. **Definitions**

1. **Administrative workweek** is a period of seven (07) consecutive calendar days beginning on Sunday at 12:01 a.m. and ends 12:00 midnight Saturday.
2. **Hours of work** are the established hours of business for the organization at the employee's post of duty.
3. **Tour of duty** is the schedule of days and hours for which an individual employee must report for duty.

ALTERNATIVE SCHEDULES

4. **Flexitour.** An established tour of duty, which is different from the official hours of work excluding shift schedules.
5. **Flexitime.** A system of scheduling which splits the workday into two distinct kinds of time, core time and flexible time.
6. **Flexible-band.** The designated time bands within which an employee may arrive and depart from work.
7. **Core Time.** The designated time band during which all employees must be on duty unless in a approved leave status or at lunch.
8. **Official Hours of Work.** Official hours of work are the standard office hours currently established in the various regions.
9. **Tardiness.** Employees authorized to follow the flexitime provisions of this article will be tardy if they do not arrive at work by the end of the morning time band. The supervisor should consider granting excused absence when an employee is tardy.
10. **Compressed Work Schedule.** An alternate work schedule under which a full time employee fulfills an 80-hour biweekly basic work requirement in fewer than ten workdays. 5/4/9 and 4/10 are examples of compressed Schedules.

SECTION 3. The basic workweek will be five (5) consecutive days of eight (8) hours each, normally Monday through Friday, except for employees under an alternative work schedule. Except for employees on an alternate work schedule and/or who are changing from one regularly scheduled workweek to another, employees will normally be scheduled for two (2) consecutive days off.

SECTION 4. The occurrence of holidays shall not affect the designation of the basic workweek.

SECTION 5. The Employer agrees to notify the Union in accordance with the Statute prior to changing the established hours of work.

SECTION 6. As specified in Article 13 of this contract, schedules currently in effect will be open for AWS/CWS.

SECTION 7. SELECTION CRITERIA FOR TOUR AND SHIFT CHANGES

Whenever a different tour or shift will be established within an organization and bargaining unit employees are affected, the Union will be afforded the opportunity to negotiate the changes.

SECTION 8. Employee's will receive a non-paid lunch period, up to one and one half (1 1/2) hours. Should an employee be forced to forfeit his/her non-paid lunch period, he/she will be appropriately compensated in accordance with the Fair Labor Standards Act (FSLA), this Contract and Code of Federal Regulations.

SECTION 9. The Parties agree that the maintenance of stable work shifts is in the best interest of the Government and the employees. Therefore, it is not the intent of the Employer to modify work shifts without good reason. In the event of a proposed shift change, the Union will be notified and negotiations will begin as soon as possible in accordance with this Contract. The proposed changes shall not be implemented until negotiations are completed.

SECTION 10. The Employer agrees to permit employees to consume beverages/snacks at their work sites, provided that there is no unreasonable interference with the performance of assigned duties.

SECTION 11. The Employer and the Union encourage the utilization of car pools. Accordingly, an employee may submit a request for changes in their scheduled hours of work to allow

participation in a car pool. Supervisors shall seriously consider approval of such requests whenever feasible. If the request is denied, the supervisor shall provide in writing, the employee with an explanation for the denial. The employee may grieve the denial.

SECTION 12. In accordance with applicable regulations, an employee is entitled to night pay differential for regularly scheduled work between the hours of 1800 hours and 0600.

SECTION 13. Unless specifically exempted (i.e. AWS/CWS), unit employees shall normally work five (5) consecutive days with two (2) consecutive days off.

SECTION 14. Unless specifically exempted (i.e. AWS/CWS), all hours worked in excess of eight (8) hours per day/forty (40) hours in a seven (7) day consecutive schedule shall be compensated.

SECTION 15. Employees will receive fourteen (14) days advance notice of a temporary change in work schedules unless the Activity would be seriously handicapped in carrying out its functions. In this case, the Activity will provide the Union a written explanation as to the nature of the handicap. If the Union does not agree that the alleged handicap is just, it may grieve.

SECTION 16. Employees will be allowed at least ten (10) minutes prior to lunch and the end of the shift to put up tools/equipment and to cleanup.

SECTION 17. Unit employees will be allowed breaks of at least fifteen (15) minutes twice a day for each four (4) hours of scheduled work. Additional breaks are to be permitted for certain employees (i.e., those who work in inclement weather video terminal displays, etc.). Although those breaks should not immediately precede or follow the employee's lunch break or quitting time, the Parties agree that this may occur (i.e. the pouring of cement).

SECTION 18. When an employee is assigned to a temporary duty (TDY) station, determination as to the appropriate tour of duty will be made on a case by case basis (depending upon the facts and circumstances of each case). When it will not disrupt the mission and the Parties agree the work schedules can change as a

practical means to enhance the employees' morale when they are on TDY.

SECTION 19. Upon changes in tour of duty and at the employee's request a record of the basic workweek or hours of work in that workgroup, the Activity will provide the Union President a copy of the notice given to the employees.

SECTION 20. A window of opportunity will be provided quarterly for employees to change their tour of duty.

SECTION 21. Employees checking-out and/or turning in of work tools and materials outside their scheduled tour duty will be compensated to the extent permitted under the Code of Federal Regulations.

SECTION 22. Upon written request, and justification, the Employer agrees to seriously consider a requested tour of duty change of those employees who have a personal or family hardship or who are furthering their academic/technical/trade education in courses of instruction that are mission related.

**ARTICLE 35
FITNESS FOR DUTY**

SECTION 1. Having followed the appropriate laws and regulations, the Employer shall provide unit employees with a written explanation when they are required to take a fitness for duty exam. Normally, the employee shall be given at least ten (10) workdays notice of the planned examination, except in cases of emergency. A copy will be furnished the designated representative. The employee will be advised, prior to his/her being informed of the scheduled Fitness for Duty Exam, that he/she has the right to have a union representative present at the interview to inform the employee of the examination, during the examination, and the review of the result of the examination. The Union will be informed of any fitness for duty examinations that are to be taken by a unit employee as soon as the Activity becomes aware of the fact that an employee will be told to take a fitness for duty exam. A copy will be furnished to the designated representative and the Union if union representation is not requested.

SECTION 2. The results of the fitness for duty exam will be treated in a confidential manner by both the Activity and the Union.

SECTION 3. If an employee wishes to claim a benefit or special treatment such as accommodation, leave approval, light duty, etc., he/she may be required to produce medical certification as proof of his/her claim.

SECTION 4. No employee shall be required to take a fitness for duty examination solely for the purpose of harassment, coercion, duress, punishment, reward, nor because of one's race, sex, color, religion, creed, etc.

SECTION 5. No employee shall be given a fitness for duty examination without just cause.

SECTION 6. The Employer or the employee may select the physician/medical facility that will perform the fitness for duty examination. If the employee selects the physician/medical facility, the cost for services must not exceed the average rate charged by physicians/medical facility in this area. If the employee uses the Employer's selected physician/medical facility and upon receipt of the results of the examination wishes to

obtain a second opinion, the employee must bear all costs for the second opinion. This same procedure applies to the annual physical examination required by certain positions. The examination by the employee's selected physician/medical facility must include all requirements (tests, etc.) that would have been included in an examination completed by the Employer's physician/medical facility. The results of the examination are to be forwarded to the Employer's medical station via certified mail (return receipt).

The Employer shall provide the employee with copies of all examination requirements (e.g., position description, SF 78 Certificate of Medical Examination, SF 177 Statement of physical Ability for Light Duty, etc.). The employee shall be responsible for getting this information to their physician in a timely manner.

ARTICLE 36
OVERTIME WORK AND COMPENSATION

SECTION 1. Time and one-half will be paid for time worked over forty (40) straight-time hours per workweek, except as modified by compressed work schedules.

SECTION 2. Time and one-half will be paid for time worked over eight (8) straight-time hours per day except as modified by Compressed Work Schedules.

SECTION 3. Employees who work the second and third shifts shall receive the appropriate shift differential provided by law or regulation.

SECTION 4. To ensure equality in the issuing and receiving of overtime the following will be used:

a. Extra work in periods of overtime operations will be equitably (as equally as possible) distributed among the employees who are qualified to perform the work:

b. An overtime roster of qualified employees will be developed based on seniority (calculated using service computation dates). Initially, all qualified employees on this overtime roster will be offered overtime work in order of seniority. Subsequent overtime work will be offered in inverse order of accumulated (includes offered overtime hours) overtime hours. If mandatory assignment of overtime work becomes necessary qualified employees will be assigned in inverse order of seniority and/or accumulated overtime hours.

c. Overtime offered but not worked for any reason shall be counted as overtime worked for the purpose of developing a roster of overtime distribution

d. Employees will be notified of overtime as soon as practicable, but not later than the first four hours of the shift preceding the overtime assignment. Exceptions may be made where the nature of the work operations are such that advance notice of the requirement to work overtime cannot reasonably be given. Employees will be allowed reasonable time and use of telephone to adjust their schedule if affected by overtime assignments.

e. Any employee called back to work on an overtime basis shall receive at least two (2) hours overtime compensation.

f. The Employer agrees overtime may be assigned, worked, and paid even though the employee has used annual leave during the pay period.

g. Consistent with pertinent laws and regulations, employees shall have the option of receiving overtime pay or compensatory time for overtime worked.

h. Overtime will not be used as reward or as a punishment.

i. In January, a copy of the roster referred to in paragraph 4c will be provided to the Union President/designee.

j. Permanent employees will be offered overtime first.

SECTION 5. Employer agrees that union officials and representatives will not be denied overtime because they have used official time during that pay period.

SECTION 6. It is well within the Law, Rule, Regulation, Statute, and this Contract for union officials and Representative to use official time and still be eligible to work overtime.

SECTION 7. When the Activity violates this Contract/Article by illegally depriving an employee overtime work, the employee may be compensated or paid for the overtime the same as if he had worked it, as resolution or partial resolution to a grievance.

SECTION 8. Employees who, because of illness, an unforeseen emergency, notice given of Reserve Call up, or an unusual circumstance cannot report for work on a scheduled overtime day must notify their supervisor (per procedures required for requesting any type of leave) as soon as possible.

SECTION 9. When an employee arrives late for scheduled overtime he may explain his absence to the supervisor upon arrival.

SECTION 10. Military reservists performing their monthly weekend drill or the two-week annual tour will not be charged with overtime offered and declined.

SECTION 11. After completion of a normal workday an employee will be given a 15-minute break during an overtime period for each scheduled three (3) hours of overtime.

ARTICLE 37
OFFICE OF WORKER'S COMPENSATION PROGRAM (OWCP)

SECTION 1. It is the employee's responsibility to report all job-related injuries to the supervisor as soon as possible, but not later than the end of the next duty day, regardless of how minor the injury.

SECTION 2. It is the Activity's responsibility to ensure the employee will not suffer any form of coercion, harassment, duress, adverse or disciplinary actions for reporting the injury.

SECTION 3. The supervisor will arrange to send, escort or have the injured employee transported to a physician, Occupational Health Clinic or Hospital Facility, if needed.

SECTION 4. The immediate supervisor will provide the injured employee the appropriate CA forms and instructions to the employee. The employee will provide the timely submission of information for the injury or illness.

SECTION 5. Supervisors will promptly acknowledge, in writing, receipt of an injury form submitted by an employee. If an employee is unable to complete the form, this action may be taken by a family member, union official or agency official acting on the employee's behalf. This will not prevent the employee from requesting the assistance of the Union.

SECTION 6. The supervisor will provide the employee a copy of the completed CA forms and a statement of receipt.

SECTION 7. The Employer agrees to provide information to employees in regard to their rights and benefits under the Federal Employees Compensation (FECA) Act through such means as handouts, brochures and instruction sheets attached to the Form CA-1, etc. The FECA provides that an employee's regular pay may be continued for up to 45 calendar days of wage loss due to disability and/or medical treatment following an on-the-job traumatic injury. The intent of this provision is to eliminate interruption in the employee's income while the claim is being adjudicated.

SECTION 8. When an employee becomes ill or is injured in performance of his duties, the employee will be compensated in

accordance with USC Title 5, Public Law 93-416, 7 September 1974.

SECTION 9. The supervisor will advise the employee that compensation benefits can be used in lieu of sick or annual leave to include up to forty five (45) calendar days continuation of pay for disabling on the job traumatic injuries.

SECTION 10. An employee may elect to be placed on sick or annual leave in lieu of leave without pay to claim compensation.

SECTION 11. The Parties recognize that the Office of Workers Compensation approves or disapproves compensation claims and the amount to be paid.

SECTION 12. Employees making claims will be advised of the probable amount of the compensation payment. Further, they will be given an opportunity to elect a combination of leave to minimize the amount to be repaid if the claim is approved.

SECTION 13. The Employer will notify the Union by the name, in the event of serious injury, job related illness, or death of involved bargaining unit employee.

SECTION 14. The bargaining unit employee will be permitted to review documents relating to his/her claim for compensation. The employee may be accompanied by his/her designated representative.

SECTION 15. Should an employee be given, by management, incorrect information or not given any information at all concerning his/her rights to be placed on COP or Disability, the employee will be informed of his/her right to grieve.

SECTION 16. COP may be controverted (disputed) for any reason; however, the employing agency may refuse to pay COP only if the controversion is based upon one of the reasons given below:

a. The disability results from an occupational disease or illness:

b. The injury occurred off the employing agency's premises and employee was not involved in official "off premise" duties;

c. The injury was proximately caused by the employee's willful misconduct, intent to bring about injury or death to self or another person, or intoxication;

d. The injury was not reported on Form CA-1 within 30 days following the injury;

e. Work stoppage first occurred 90 days or more following the injury;

f. The employee initially reported the injury after his or her employment was terminated; or

g. The employee is enrolled in the Civil Air Patrol, Peace Corps, Youth Conservation Corps, Work-Study Programs, or other similar groups.

SECTION 17. Should the Employer controvert a request for COP or disability, the Employer shall provide the employee and the Union President all evidence, lists of witnesses, material relied upon to reach its decision (excluding medical records and information covered by the Privacy Act. The Activity agrees that it will not controvert any claim solely because of undocumented cause.

SECTION 18. The employee who is injured or killed in the performance of his duty shall be compensated, in accordance with Public Law 93-416, unless the injury or death is:

a. caused by willful misconduct of the employee;

b. caused by the employee's intention to bring about the injury or death of himself or another; or

c. proximately caused by the intoxication of the injured employee.

SECTION 19. Upon request, the bargaining unit employee will be provided all documents relating to his/her claim for compensation, unless OWCP declares a matter of national security.

SECTION 20. The employee has the right to have union representation at all levels of the OWCP claims and appeal process. When an employee elects to have union representation all correspondence will be provided to the Union as well.

SECTION 21. Upon request, the employee will be allowed to review completed injury forms and will be allowed to have a union representative designated in writing to review the same.

SECTION 22. The Employer agrees to provide a copy of the completed injury forms to the employee.

SECTION 23. It is agreed by both parties that this Article is not inclusive of all rights, benefits, and responsibilities. More detailed information can be obtained by contacting the Union and/or OWCP.

ARTICLE 38
GRIEVANCE AND ARBITRATION PROCEDURES

SECTION 1. The purpose of this article is to provide a mutually acceptable method for prompt and equitable resolution of grievances for bargaining unit employees, the Union and the Employer. It is the intent of the Parties that differences be resolved at the lowest possible level. The employee, the Union or the Employer has the right to use the negotiated grievance procedure or any other appropriate regulatory or statutory procedure to resolve a grievance. Once a procedure has been formally initiated by filing an appeal or grievance under the applicable procedure, the initiating party must continue that route until the appeal or grievance is resolved, withdrawn, or processed to conclusion.

SECTION 2. Grievance means any complaint:

- by any bargaining unit employee concerning any matter relating to the employment of the employee
- by the Union concerning any matter relating to the employment of any bargaining unit employee, or
- by any bargaining unit employee, the Union or the Employer concerning:
 - the effect or interpretation, or a claim of breach of this Contract, or
 - Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

This grievance procedure does not apply to the following:

- 1) any claimed violation relating to prohibited political activities; or
- 2) retirement, life insurance, or health insurance; or
- 3) a suspension or removal for National Security reasons under Section 7532 of Title 5 United States Code; or
- 4) any examination, certification or appointment;
- 5) the classification of any position which does not result in the reduction in grade or pay of an employee;

- 6) separation/termination of temporary employees who are separated for incompetency or misconduct;
- 7) separation/termination of probationary/trail period employees who are separated for incompetency or misconduct;
- 8) an action terminating a VRA appointment during the first year for failure to complete the training agreement or separation for incompetency or misconduct.
- 9) Reduction In Force (RIF)

SECTION 3. Nothing in this Article shall prevent employees from using either the negotiated grievance procedure, if applicable, or statutory appeal procedures, but not both, for matters covered under sections 4303, 7512, and 2302 (b) of the Civil Service Reform Act (CSRA). Section 4303 covers removals and reduction-in-grade for unsatisfactory performance. Section 7512 covers adverse actions for disciplinary reasons, including removals, suspensions for more than fourteen (14) days, reduction in grade or pay, and furloughs for thirty (30) days or less. Section 2302 (b) covers prohibited personnel practices. An employee shall have exercised the option to raise a matter either under the applicable statutory procedures or under the negotiated procedure at such time as the employee files a notice of appeal under the applicable statutory procedures, or files a grievance in writing in accordance with this Article. Nothing in this Article shall constitute a waiver of any further appeal or review rights permissible under the Statute.

SECTION 4. A grievant may choose to be represented by the Union or to represent themselves at any stage of the grievance procedure. However, when the grievant elects to represent themselves, the Union has the right to be present at all stages of the grievance procedure. Any settlement of a grievance will be consistent with law, rules, regulations, and this Contract.

INFORMAL COMPLAINT RESOLUTION

SECTION 5. The Parties agree that employees and supervisors are encouraged to discuss complaints in an informal attempt to resolve differences at the lowest level possible. However, the employee does not have to use the informal process. If the complaint is not resolved to the employee's satisfaction, the employee may submit a formal grievance following procedures set forth in this article. Conclusion of informal discussions will mark the beginning of the specified time limits or procedures if the employee decide to file a formal grievance. Informal resolution must be initiated no later than 30 days after the

employee becomes aware, or should have been aware of circumstances giving rise to the complaint.

ALTERNATE DISPUTE RESOLUTION (ADR)

SECTION 6. Informal resolution of disputes may be by Alternate Dispute Resolution (ADR) as outlined in this section. ADR is any procedure or combination of procedures voluntarily used to resolve issues in controversy without the need to resort to litigation or the administrative grievance procedure. The following definitions apply to this section only.

1. Non-binding Arbitration. Arbitration is probably the best known of the quasi-judicial procedures available to resolve disputes. Arbitration may be non-binding, advisory, or binding upon the parties. This process has a long history of use in the resolution of labor/management and commercial disputes.

Arbitration is a private process whereby a dispute submitted to an impartial and neutral individual or panel for either a non-binding or binding decision. The parties have some say in the selection of the third party and are able to choose an individual or panel with some degree of expertise and knowledge of the contested issues.

In an arbitration hearing, each side's arguments are presented to the arbitrator in a quasi-judicial manner with each side having an opportunity to present the facts and merits of the case. There is time for cross-examination and closing statements. Upon completion of the case presentation, the arbitrator issues an opinion.

2. Binding Arbitration differs from non-binding arbitration by the fact that the parties enter into the process with a commitment to be bound by the opinion of the decision maker, rather than merely being obligated to consider his or her recommendation. If the parties have elected binding arbitration, the third party's decision has the force of law, but it does not set a legal precedent nor is it appealable in a court of law except under extraordinary circumstances.

3. Mediation-Arbitration (Med-Arb) is a variation on the arbitration procedure. In Med-Arb the impartial/neutral third party is authorized by the disputing parties to mediate their dispute until such time as they reach a deadlock. To break the impasse, the third party is authorized by the disputants to make a decision and render a binding opinion on the barrier in question.

While this procedure does result in a binding decision, it has been quite controversial among dispute resolution professionals because it mixes and confuses procedural assistance with binding decision making. Some professionals have argued that the parties are less likely to disclose necessary information for a settlement or are more likely to present extreme arguments in mediation if they believe that the third party will ultimately be requested to make a decision. An alternative to having the same party neutral to mediate and arbitrate over the same dispute is to have a different mediator and arbitrator. A mediator works with the parties first and, if they fail to settle, the case is turned over to another person to arbitrate and arrive at a binding decision.

4. Dispute refers to an issue in controversy, protest, or claim submitted by the aggrieved party.

5. Facilitation involves the use of a facilitator who helps the parties reach a decision or satisfactory resolution by conducting meetings and coordinating discussions, but does not become as involved in the substantive issues as does a mediator. The facilitator does not render a decision; any decision must be reached by the parties themselves.

6. Fact-Finding is the investigation of specified issues by a neutral individual who has subject-matter expertise. Fact-finding uses informal investigatory procedures designed to narrow factual or technical issues in dispute. The process usually results in a report, testimony, or advisory opinion. The rationale behind the effectiveness of fact finding is the expectation that the opinion of a trusted neutral will carry weight with the disputants. In the event that the fact finder's assessment or recommendation is accepted by the parties, they may move forward to complete their settlement negotiations and reach an agreement. If the recommendation is not accepted, the data will have been collected and organized in a fashion that will facilitate further negotiations or be available for use in a later adversarial procedure.

7. Mediation involves the use of a neutral third party to assist the parties in negotiating an agreement. The mediator has no independent authority and does not render a decision; any decision must be reached by the parties themselves.

8. Negotiation is communication among people or parties in an effort to reach an agreement.

9. Neutral is an impartial third party or parties who serves as mediator, facilitator, fact-finder, arbitrator, or otherwise assists the parties in resolving disputes.

10. Early Neutral Evaluation is the method which can be used early in the life of the dispute, usually involves an informal presentation to the neutral of the highlights of the parties' cases or positions.

11. Interest-Based Negotiation focuses on the needs and interests of the parties rather than on their positions, entitlements.

12. Peer Review is review by an individual, or a group of individuals, who are comparable to the aggrieved party. The Peer Review findings shall be presented as a non-binding opinion. Both parties will give serious consideration to the opinion.

13. Dispute Panels consist of one or more impartial parties and provides means to clarify mis-perceptions, fill in information gaps or resolve differences over data. This information is reported and may be taken back to the negotiation table and used in future bargaining.

SECTION 7. ADR is not appropriate for all disputes such as:

a. Definitive or authoritative resolution of the matter is required for precedent-setting value;

b. The matter involves significant question of government, policy requiring determinations beyond the scope of the ADR proceeding;

c. Consistency among individual decisions is important;

d. Neither party is ready to negotiate or otherwise end the case, nor willing to try ADR;

e. Retaining the aggrieved party would pose threat of injury to others, to themselves, or damage to government property.

SECTION 8. Request for use of ADR procedures will be submitted and processed as follows:

a. Aggrieved parties desiring to submit their disputes for resolution under ADR procedures may submit a written request to the supervisor of the person given rise to the dispute and furnish a copy to the Union President/designee;

b. Presentation of the dispute request for use of ADR procedures shall include the aggrieved party's name, address, telephone number, fax number, if applicable, a detailed statement of the event or action involved in the dispute, including copies of relevant documents, and the specified relief desired. The request should include the employee's preferred ADR method;

c. Within seven (7) workdays of receiving a request for ADR procedures, the responsible supervisor will meet with the Union to determine whether ADR is appropriate for resolution of the issues. If it is determined that ADR is not appropriate, the aggrieved party will be promptly informed by the supervisor of the reason(s) ADR is not appropriate;

d. Processing the dispute. Within ten (10) workdays of receipt of the request for ADR, the supervisor will notify the aggrieved party of the jointly recommended ADR procedures to be used in resolving the dispute. Once an ADR procedure has been agreed to by the supervisor and the aggrieved party, every effort will be made to resolve the issue within thirty (30) workdays from the date of that agreement. This period will be considered an attempt at informal resolution. Conclusion of informal discussions will mark the beginning of the specified time limits or procedures should the employee decide to file a formal grievance. Informal resolution must be initiated no later than thirty (30) days after the employee becomes aware, or should have been aware of circumstances giving rise to the complaint;

e. Time limits. The use of ADR procedures does not alter any of the time limitations or procedural requirements for other administrative procedures set forth in this agreement. However, depending on the ADR procedures followed, the decision/statement may be final and/or binding.

f. Termination of ADR procedures. The aggrieved party may terminate use of the ADR procedures at anytime upon giving written notice to the other party. The notice will include the reason for requesting termination.

GRIEVANCES

SECTION 9. REQUIREMENT FOR ALL GRIEVANCES

The grievance must be initiated in a timely manner. The grievance must state:

- a. The issue or occurrence which gives rise to the grievance.
- b. The appropriate provision(s) of law, rule(s), regulation(s), or this Contract, which allegedly has been misinterpreted, misapplied, or violated.
- c. Any relevant evidence or information.
- d. The remedy sought.
- e. Whether meetings are requested during each step.
- f. Clearly state whether or not a union representative is requested.

Additional evidence and/or witnesses may be added at each step. All requests for evidence, information, material, list of witnesses shall be provided expeditiously to the Union and the aggrieved employee. Any employee/Union request for information concerning the employee's grievance will be directed to the person giving rise to the grievance or person(s) who have direct knowledge of circumstances or information related to the grievance. The time limits will not go into effect until after the requested information relevant to the grievance is received by the requesting party. Once the employee has exercised his right to union representation, a copy of all correspondence that is given to the employee will also be provided to the Union, and no meetings will be held with the employee without his/her union representative being present.

SECTION 10. The grievant shall be granted duty time, without the loss of leave or pay, to review documentation, prepare, and present each grievance. Additional time will be allotted for preparation and appearing before a third party at no loss of pay or leave to the employee.

SECTION 11. ESTABLISHING THE TIME FRAME

The start for all times covered in this article shall be the first work day following the incident, actions taken,

violation, misinterpretation, misapplication, or occurrence which gave rise to the grievance. An example would be: A Notice of Suspension is given to the employee on a Thursday, 3 July 1997. The employee's starting time for filing either a formal or informal grievance procedure would be on Monday, July 7, because the 4th is a holiday, the 5th and 6th are the weekend.

SECTION 12. The Union may initiate a grievance on behalf of itself, an individual, or a group (two or more) of employees, by submitting it in writing to the Director/designee within thirty (30) days of the incident giving rise to the grievance, or within thirty (30) days after the Union becomes aware or should have been aware, of the matter out of which the grievance arises. If the Union requests a meeting with the Director/designee, the meeting shall take place within ten (10) days of the Director's/designee's receipt of the request. The Director/designee will render a written decision within fifteen (15) days of the receipt of the grievance if no meeting is requested, or within ten (10) days of the date of the meeting requested by the Union. If the decision, rendered, is unacceptable, the matter may be submitted to arbitration in accordance with the provisions of this article. If the Director/designee is the one who gives rise to the grievance, the Union, at its option, shall proceed directly to Arbitration.

SECTION 13. Grievance initiated by the Employer will be submitted to the Union President/designee. If the Director/designee requests a meeting with the President, the meeting shall take place within 10 days of the Union President's receipt of the request. The Union President/designee will respond in writing within fifteen (15) days after receipt of the grievance if no meeting is requested, or within 10 days of the date of a meeting as requested by the Director/designee. If the decision, rendered, is unacceptable, the matter may be submitted to arbitration in accordance with this Article. If the President of the Union is the one giving rise to the grievance, the Director/designee, at his option, shall proceed directly to arbitration.

SECTION 14. EXTENSION AND NON-OBSERVANCE OF TIME LIMITS

Time limits, stated in the Article, may be extended when a written request is made which must include just cause. This request must be made prior to the end of the established time limits. Except in cases of a time limit extension, there is no responsibility of either party to make adjustment of a grievance

unless it is presented within the time frames as defined by this article.

SECTION 15. Failure, by the grievant, to timely respond will be considered a withdrawal. Failure, by the Employer, to timely respond will move the grievance to the next step of the process.

SECTION 16. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization.

SECTION 17. The Union acting on behalf of an employee or group of employees wishing to initiate a grievance shall proceed as follows:

Step 1. An employee and/or the Union shall present the grievance (Appendix C) to the immediate or acting supervisor of the person giving rise to the complaint within thirty (30) calendar days after the date the employee or Union became aware or should have become aware of the act or occurrence, or at the conclusion of informal attempts at resolution including ADR. The supervisor or acting supervisor receiving the grievance will meet with the employee and representative/observer at the request of either party and will provide a written decision within ten (10) calendar days after receipt of the grievance. An employee, who grieves an adverse action initiated by management such as removal, suspension, or reduction in grade, shall initiate such grievance at Step 2 or this Section, unless appealed under a statutory procedure. An employee who has attempted informal resolution of the complaint with next the person giving rise to the complaint will be permitted to file the formal grievance with the next level supervisor in his/her chain of command. If the person giving rise to the grievance is the Commander/designee, the President may, go to arbitration.

The responding official must return the original grievance and all enclosures to the employee and forward a copy to the Union or a designated union representative.

Step 2. If the grievance is not satisfactorily resolved at Step 1 it shall be presented to the next higher level in the chain of command, in writing, within twenty (20) calendar days after the Step 1 decision. This official will meet with the employee and representative at the request of either party and

will provide a written decision within ten (10) calendar days after receipt of the grievance. In no instance with the grievance steps extend beyond the Commander/designee at WES, except in case of arbitration.

Step 3. If no settlement is reached as a result of Step 2, the grievant may, at the option of the Union's President, proceed to arbitration as outlined within this Contract. It is desirable that parties make a serious attempt at settling the grievance throughout the entire grievance process.

SECTION 18. Disputes between the Employer and the Union over the application or interpretation of this Contract (or law, rules, policies, and regulations pertaining thereto), where no individual employee grievance is involved, may be resolved in the manner indicated below.

1. Within five (5) workdays following the disagreement, the matter will be submitted in writing to the Director/designee or the Union President as appropriate. Normally within two (2) workdays after the written notice, these parties, or their designee, will meet and attempt to resolve the disagreement. The written submission will state the precise nature of the dispute, a specific citation of the portion(s) of the negotiated agreement, laws, regulation, and policies in dispute along with a statement explaining why or in what manner it is felt that the particular portion(s) is being misinterpreted or misapplied or ignored, and the specific relief or adjustment requested.

2. A written decision will be given by the party to whom the disagreement was submitted no later than ten (10) days following the meeting.

3. If the dispute is not settled by this method, either party may elect to submit the dispute to arbitration. The grieving party will notify the respondent of its acceptance of the decision or its intent to advance the matter to arbitration within seven (7) days following receipt of the decision.

4. Normally, the above process must be completed in its entirety prior to implementation of the originating party's interpretation or application (except in cases where the statute states otherwise or imminent danger is involved).

ARBITRATION

SECTION 19. Except where specifically stated elsewhere in this Contract, only grievances which have not been resolved through the grievance procedure outlined in the above Sections of this Article may be submitted to arbitration. Arbitration may only be invoked by the Union President or the Commander by submitting a written notice of intent to arbitrate no later than thirty (30) calendar days following receipt of the final written grievance disposition. Except where the Union President or the Commander/designee exercised the option to go directly to arbitration, all issues of grievability or arbitrability will normally be raised at the Step 1 of the grievance procedure.

SECTION 20. During the processing of a grievance as detailed in this Contract, issues of grievability or arbitrability raised, in accordance with this Contract, by either party, will be submitted to the arbitrator for resolution. The arbitrator shall rule on the issue of grievability/arbitrability and the merits of the underlying grievance at the same hearing.

SECTION 21. Five (5) workdays following the receipt of the letter requesting arbitration, the parties should meet at the requesting party's office to select an arbitrator. If no arbitrator is agreed upon, the party requesting arbitration shall obtain a list of at least seven names of impartial arbitrators from the Federal Mediation and Conciliation Service. Should either party refuse to meet, the invoking party shall select the arbitrator. The requesting party will be responsible for paying fees charged for the list. Ten (10) workdays following the receipt of the list, the parties will meet, in the requesting party's office, to select an arbitrator. The parties shall subsequently and alternately strike names from the list. The remaining name shall be the person selected as arbitrator. Initial striking shall be determined by toss of a coin.

SECTION 22. The arbitrator's fee and all other expenses of the hearing shall be borne by the losing party. If the arbitrator's decision is a compromise, the parties agree that the fees and other expenses will be prorated and assigned to Union and the Employer by the arbitrator.

SECTION 23. Arbitration hearings will be held at a mutually agreed upon location during the normal workweek.

SECTION 24. An arbitrator shall not change, modify, alter, delete, or add to the provisions of this Contract. Such right is the prerogative of the contracting parties.

SECTION 25. The Arbitrator's decision is binding on the parties to this agreement; however, either party may file an exception to the decision with the Federal Labor Relations Authority under the regulations prescribed by the Authority.

SECTION 26. The Arbitrator shall have full authority to award backpay, interest, and attorney fees to the extent authorized by the CSRA and other pertinent regulations.

SECTION 27. Except in Expedient Arbitration or request for a bench decision by the party initiating arbitration, the Arbitrator will be requested to render his decision not later than 30 calendar days after the conclusion of the hearing unless the parties otherwise agree. If the party initiating arbitration has any desire to get a bench decision, they must inform the other party and the FMCS prior to the selection of the arbitrator. The Arbitrator will be informed of the bench decision request when notified of selection.

SECTION 28. In arbitration over adverse actions for performance or conduct under 5 USC, Section 4303 and 7512 of the Civil Service Reform Act, an arbitrator shall be governed by the United States Code of Federal Regulations (CFR).

SECTION 29. The employee may see review of an arbitrator's award, or the award of the Merit Systems Protection Board in accordance with applicable regulations.

SECTION 30. It is agreed that once an arbitrator is selected and the hearing day has been established, any party that unilaterally postpones, delays, cancels, and/or withdraws for whatever reason, shall pay all fees charged by the arbitrator. If the Arbitration hearing is set for a certain time and either party is not ready to start at the time it will pay the additional cost incurred by the delay.

SECTION 31. The aggrieved employee and the Union representatives, if a member of the Unit, and any witnesses who are in the unit, will be in a duty status while participating in the arbitration proceeding, except that overtime will not be payable. The parties agree that only the minimum number of relevant witnesses who have direct knowledge of the

circumstances and factors bearing on the case will be called. Not later than fifteen (15) days in advance of the hearing, the parties will exchange the names of their witnesses. Witnesses for both parties will be provided transportation and will not be required to travel together.

SECTION 32. In any grievance when the parties mutually agree to postpone, delay, and/or cancel an arbitration proceeding, the parties will equally share the cost of any additional fees being charged by the arbitrator for the delay/cancellation.

SECTION 33. Grievances which are submitted to arbitration and which contain continuing liability may, by mutual agreement, be given priority over all other grievances in the arbitration procedure at that time.

SECTION 34. Should a selected arbitrator agree in cases where there are more than one case pending for arbitration (no other arbitrator has been selected to hear them), the parties can mutually agree to use the same arbitrator to hear several cases at once.

SECTION 35. The Arbitrator's decision will be implemented within one pay period after receipt unless exceptions to the arbitrator's decision are filed with the Federal Labor Relations Authority. Either party may file any exception to an Arbitrator's award with FLRA in accordance with regulations prescribed by the Authority. The party who files an exception to the arbitrator's award will, at the same time, furnish a copy of the exception and all other documentation to the other party. Once the Federal Labor Relations Authority has ruled on the exception, the decision will be implemented within one pay period.

SECTION 36. EXPEDIENT ARBITRATION

The filing party may elect to use Expedient Arbitration. The arbitrator will be requested to provide a written decision on whether he/she will hear the case under expedient arbitration as quickly as possible. Should this avenue be taken the following shall apply:

a. The Arbitrator will be selected in accordance with the provision of this Article.

b. The selected Arbitrator will be advised that the parties are requesting expedient arbitration.

c. There will be no transcript unless the party desiring one bears the full cost.

d. Either party may record the hearing on their own tape recorders. However, these recordings will not be considered as being official records.

e. Except in rare and unusual circumstances, a bench decision will be requested on the same day as the hearing. If not the Arbitrator should render a decision no later than two (2) workdays following the close of the hearing.

SECTION 37. Any disciplinary or adverse actions and all copies which are later found to have been unwarranted shall be removed and destroyed from the official personnel folder of the employee and from the supervisor's personal file and the employee notified in writing. Any action which has later been found to be unwarranted will not be considered in any future personnel action.

ARTICLE 39
TEMPORARILY DISABLED EMPLOYEES/LIGHT
DUTY/INJURIES OR ILLNESS ON THE JOB

SECTION 1. Employees who are temporarily unable to perform assigned duties because of job related illness or injury shall be assigned limited or light duty, whenever possible.

SECTION 2. If there is no limited or light duty available the provisions of Article 37 Office of Workers Compensation (OWCP) will be followed.

SECTION 3. Light duty assignments allow the Activity to avoid unnecessary continuation of pay (COP) expenses and loss of the employee's services. These assignments also afford the employee the opportunity to provide useful service to the Activity during his/her injury recovery period.

SECTION 4. A light duty assignment is an assignment that is different from an employee's regularly assigned duties, regular duties which are modified to accommodate the employee, another job within the employee's organization, or another job in another organization at the Activity.

SECTION 5. The following procedures will be used when the physician has indicated that the employee is unable to return to regularly assigned duties:

a. Current Employees Who are Temporarily Disabled 60 Days or Less:

(1) The employee's supervisor, with guidance from the Workers Compensation Program Administrator, will determine from information provided by the employee's physician whether or not the employee can be placed on light duty. Form CA-17 will be used for this purpose.

(2) Within fourteen (14) calendar days of receipt of information that the employee may perform light duty, the supervisor will determine if light duty is available in the employee's organization.

(3) If no light duty is available within the immediate organization, then the supervisor will expand the search to the

next higher level, up to and including the entire major organization element (MOE).

(4) If light duty is not available at this level, the MOE Chief will so certify in writing, through the Commander to the Directorate of Human Resource Management.

b. Employees on Office of Worker's Compensation Program Rolls More than 60 Days

(1) When the Program Administrator obtains information indicating that a current or former employee has partially recovered, the employee's name will be submitted to the supervisor of the organization in which the employee was employed at the time of the injury.

(2) Within fourteen (14) calendar days of receipt of information from the physician, the supervisor will determine whether light duty is available within that organization.

(3) If no light duty is available, the supervisor will expand the search to the next higher level, up to and including the MOE.

(4) If it is determined that no light duty is available within the MOE, the MOE Chief will certify in writing through the Commander/Director and to the Directorate of Human Resource Management and requesting placement assistance.

(5) The Directorate of Human Resources Management, upon receipt of Form CA-17, OF 612, will review all available positions established at that activity and make referral in accordance with placement procedures.

SECTION 6. Injuries and Illness on the Job. The Union and Employer agree that Unit employees are covered under the Federal Employees Compensation Act, which provides compensation and medical care for disability due to personal injuries sustained while in the performance of their assigned duties. The term "injury" includes, in addition to injury by accident, a disease proximately caused by the employment, except that no benefits may be paid if the injury is caused by willful misconduct of the employee or intention to bring injury or death to himself or another or if intoxication of the injured employee is the proximate cause of the injury or death.

SECTION 7. Employees will be excused with no charge to leave or loss of pay, for the remainder of the day, on the day of a job-incurred injury, if the employee is disabled as a result of the injury.

SECTION 8. It is agreed that the immediate supervisor is expected to have access to an adequate supply of the basic forms for the proper recording and reporting of injuries and will be responsible for informing an injured employee of the exact procedure to be followed in reporting and submitting a claim.

SECTION 9. An injured employee must give written notice to his/her supervisor of a job related injury as soon as possible but not later than thirty (30) calendar days after the injury. Compensation may be denied if written notice is not given within the thirty (30) calendar day period or if the immediate supervisor has no actual knowledge of the injury. In the event of a grievous injury when the employee is unable to properly file a claim, the supervisor will complete and submit the necessary forms.

SECTION 10. A written claim for compensation must be filed within three (3) years of the injury in order for compensation to be paid.

SECTION 11. An injured employee is entitled to first aid and medical care for any job-related injury. Emergency diagnosis and initial treatment may be provided by a medical facility authorized to conduct such examinations consistent with regulations of higher authority. In accordance with such regulations, medical care may be provided by any duly qualified Board certified private physician or hospital of the employee's choice within the local area. When travel is necessary to receive medical care, the injured employee will be furnished transportation or will be reimbursed for travel and incidental expenses.

SECTION 12. The Employer and Union understand that injury compensation cannot be paid for any period when an employee is on paid leave. If at the time disability begins, the injured employee has sick or annual leave to their credit, they may decide whether to use all or part of it before applying for injury compensation benefits. If the employee should be charged for sick or annual leave (charged because he/she has not been informed of possibility of injury compensation benefits) they may apply for leave buy-back.

SECTION 13. Employees will be permitted to review documents relating to their claim, which the Office of Worker's Compensation Program has authorized the appropriate office to make available. Employees may be accompanied by their representative if they wish.

SECTION 14. It is agreed that should an employee present the Activity or any of its authorized representatives, a written statement from a licensed or certified physician/practitioner clearly limiting the employee's physical or mental duty, the Activity will honor it.

SECTION 15. Should an employee require light duty due to an injury/illness which is not job related and light duty is available, they will be considered for the same opportunities described above.

ARTICLE 40
HOLIDAYS

SECTION 1. The parties agree to recognize and observe the following holidays that are presently authorized by Federal Law (additions or deletions can only be made by Federal Law or Executive Order):

1. First Day of January -----New Year's Day
2. Third Monday in January ---Martin Luther King's Birthday
3. Third Monday in February -----President Day
4. Last Monday in May -----Memorial Day
5. Fourth Day in July -----Independence Day
6. First Monday in September -----Labor Day
7. Second Monday in October -----Columbus Day
8. Eleventh Day in November -----Veterans' Day
9. Fourth Thursday in November -----Thanksgiving Day
10. Twenty Fifth Day in December -----Christmas Day

SECTION 2. Holidays will be observed on the day prescribed by Federal Law or Executive Order; if the holiday falls on a non-scheduled workday of the employee, it will be observed on the first scheduled workday preceding or following the holiday, whichever is applicable.

SECTION 3. In observing holidays, the Activity will:

- a. Release the employees from hours normally worked with pay,
or
- b. If the employee's presence at work is needed, the employee will receive holiday pay and any appropriate differential(s).

SECTION 4. The Activity agrees to notify any employee that is required to work on a holiday at least 5 workdays in advance or when the need for the employee's present becomes known to the Activity, whichever comes first.

ARTICLE 41
UPWARD MOBILITY

SECTION 1. Any employee who is currently occupying, placed, or hired into an upward mobility position shall be given a copy of the OPM regulation governing the upward mobility program.

SECTION 2. All employees are encouraged to apply for upward mobility positions.

SECTION 3. Any vacancy announcement for an Upward Mobility position shall be identified, "Upward Mobility."

SECTION 4. Upward mobility positions will be filled based solely on merit.

ARTICLE 42
INCENTIVE AWARDS

SECTION 1. WES agrees that Incentive Awards will be carried out in strict compliance with the agency OPM approved management plan required by CFR 451.

SECTION 2. The parties agree the Incentive Awards Program improves government efficiency, effectiveness, and motivates employees to enhance productivity and creativity.

SECTION 3. Upon request, the Union shall be provided all data, statistics, and budgetary information concerning the awards program that management normally maintains, is reasonably available, and the disclosure of which is not prohibited by law. This information will be given in a sanitized manner where necessary. However, the Union reserves the right to request information grouped by age, sex, race, and union affiliation.

SECTION 4. All performance awards will be given in a fair and equitable manner. Union officials/representatives shall not be denied an award because of union activities. All awards will be given in a previously announced awards presentation.

ARTICLE 43
INFORMATIONAL PICKETING

SECTION 1. In accordance with applicable laws and OPM regulations, the Union shall retain the right to hold "informational" picketing which does not interfere with or disrupt the Activity's operations.

SECTION 2. The Union agrees that all informational picketing will be performed by employees who are in non-duty status (i.e., annual leave, leave without pay, or off duty time).

SECTION 3. The Union agrees not to support any informational picketing on the Activity's property.

ARTICLE 44
TRAINING AND DEVELOPMENT

SECTION 1. In accordance with appropriate Government-wide regulations and policies and this contract consistent with its needs and within the funds available, the Employer agrees to provide mission-related training to unit members and encourage employees in their efforts for self-improvement. Training needs shall be continuously reviewed and modern training practices and techniques used. The Union recognizes that the Employer has the right to establish, modify, or terminate its training programs consistent with the needs of the mission. The Employer recognizes its obligation to negotiate with the Union.

SECTION 2. Each bargaining unit employee and his/her supervisor shall discuss needed/available training annually. The Activity will inform, in writing, the employees what training and courses are needed to improve their knowledge, skills, and abilities.

SECTION 3. Employees may be approved for extended training. This training may only be approved if the training is mission-related and the employee requests the training. It is the employee and management's responsibility to ensure that all necessary forms and paper work are completely and correctly filled out.

SECTION 4. It is the employee's responsibility to ensure that all necessary forms and paper work are completely and correctly filled out.

SECTION 5. Should the employee need information or assistance in obtaining and correctly filling out forms, the Employer agrees to provide assistance. The employee may also get assistance from the Union.

SECTION 8. It is mutually recognized that employees have an important stake in their own development. They must demonstrate initiative and make known their interest to increase their knowledge and skills. They must be willing and able to spend time, energy, and effort necessary to achieve their goals. The Employer agrees to promote self-education and training.

SECTION 9. The Employer agrees to publicize information regarding courses offered by the government, education institutions, and private companies.

SECTION 10. TRAINING PROGRAM

1. Training and career development programs such as cross-training, rotational assignments, on-the-job training, and courses at local educational institutions are an integral part of the Employer's training program.
2. Employer will provide training for employees competitively selected for the Upward Mobility Program, which will allow:
 - a. Trainee crossover slots for targeted positions, and
 - b. Training and experience to prepare lower graded employees for successful performance in targeted positions.
3. The Union will be afforded the opportunity to be represented on any committee formed for the purpose of developing training and career development plans of bargaining unit employees.

SECTION 11. TRAINING PROCESS

1. One or more of the following criteria may be used by the Employer in a non-discriminatory matter and explained to employees when developing individual training plans and when approving or disapproving a training request:
 - a. the availability of funds;
 - b. existing and projected staffing needs;
 - c. the work requirements of the job;
 - d. the potential use of the training by the employee in the current position; and
 - e. expected development of the employee.

None of the above should be used arbitrarily to deny any unit employee training.

2. Employees selected for existing career development programs will have individual development plans as required.
3. Employees will review their individual development plan annually. The plan shall include:

- a. short- and long-range career goals;
- b. training and development assignments designed to achieve career goals;
- c. training experience that will improve the employee's knowledge, skills, and abilities.

SECTION 14. Employer will make available and post notices of training courses and information on career development at each work site.

SECTION 15. If the Employer approves training for an individual, the Employer will make reasonable adjustments in the employee's work schedule to allow the employee to complete the approved training.

SECTION 16. The Employer will consider employee requests for adjustment to their work schedules when the employee is participating in an educational program. If an adjustment is approved, the employee will be allowed to complete the equivalent of one academic quarter or semester before management changes the employee's work schedule, unless there is a work related reason for changing the work schedule.

SECTION 17. Employees shall request training in writing. If a training request for an employee is disapproved, the employee will be notified, in writing, of the disapproval and given the reason.

SECTION 18. COURSE RELEASE TIME: The Employer may favorably consider approval of employee requests for short periods of duty time, not to exceed 20 (twenty) hours per week, to attend mission-related educational programs from which the Employer expects to derive a benefit. If the duty time is denied the employee will be provided, in writing, with the reason for the denial.

SECTION 20. Where mission related and funds are available, the Employer agrees to establish training programs to improve employee efficiency to meet future needs. In developing such programs, Employer agrees to include Union participation.

SECTION 21. TRAINING COURSE ATTENDANCE

Employees assigned to local training courses may be excused for the remainder of the 8-hour workday when they spend at least 6 hours in class. Employees who are released after less than 6 hours in class are expected to return to their workstations and complete their normal workday.

SECTION 22. The Activity agrees to provide travel, per diem, registration and related costs for union appointed officials/representatives to attend training, conferences, and seminars which are of mutual interest (this does not include union sponsored training).

ARTICLE 45
JOB EXCHANGES, JOB SHARING, & PART-TIME EMPLOYMENT

SECTION 1. When two employees desire to trade jobs, for which they are both qualified, they will make a joint request to Management. Management will give fully consideration to the requested reassignments. The employees will receive a written decision not later than 10 workdays from the receipt of the request.

SECTION 2. PART-TIME EMPLOYMENT

Congress finds, and the parties agree, that many individuals in our society possess great productive potential, which goes unused because they cannot meet the requirements of a standard workweek. Part-time employment provides older individuals the opportunity for a gradual transition into retirement and provides employment opportunities to the handicapped individuals or others that required a reduced workweek. They also provide parents opportunities to balance family responsibilities with the need for additional income. Part-time employment benefits the Government by increasing productivity and job satisfaction, while lowering turnover rates and absenteeism, offering management more flexibility in meeting work requirements. They allow managers to fill shortages in various occupations; and benefits society by offering a needed alternative for those individuals whom requires or prefers shorter hours. This increases jobs available to reduce unemployment while retaining the skills of individuals who have training and experience. The purpose of this Article is to promote/provide part-time career employment opportunities consistent with mission requirements throughout the Activity.

The Employer will provide part-time career opportunities to unit employees consistent with mission requirements, in accordance with 5 CFR Part 340 Subpart A, which expresses Congress' recognition that there is a vast untapped resource of people who could contribute to increased productivity in the workplace but for various reasons are not interested in full-time employment.

1. The tour of duty for part-time employees shall be between 16 and 32 hours per week.

2. The Employer agrees to consider an employee's request to change status from part-time to full-time and vice versa. Detailed justification will be provided where the employee request cannot be accommodated.

3. An employee's request for temporary adjustment of an established part-time work schedule because of personal reasons or to permit developmental assignments, will be fully considered by the Employer. Such temporary adjustment shall not result in change of established work schedule.

4. Upon request from an employee, Directorate of Human Resource Management will provide pertinent information regarding the personnel effects of changing to and from part-time permanent positions. Such information shall include pay and benefits, time-in-grade requirements, accumulation of leave, and changes in competitive levels in the event of RIF.

5. In administering full-time equivalent (FTE) allocations, a part-time employee will be counted as a fraction of an FTE equal to the number of hours in the employees scheduled work week divided by 40 hours.

SECTION 3. Shared Work Schedules. When requested and where possible, the Activity may establish a shared work schedule. If the requested shared work schedule is denied, reasons for the denial will be provided in writing to the employee and the Union. The Activity agrees to provide information on shared work schedules annually for unit employees.

SECTION 4. The Employer will consider any requests from employees desiring to participate in a shared work schedule. Detailed justification will be provided where the employees' requests cannot be accommodated. The Employer also agrees to promote the concept of shared work schedules through periodic bulletins to all employees.

SECTION 5. The Employer agrees that "job sharing" and other part-time employment programs will be considered as options to avoid RIF or furlough, if possible.

SECTION 6. The Employer agrees to use positions, which involve schedules other than full-time career employment (i.e., part-time, seasonal, temporary, intermittent) where appropriate and consistent with mission requirements. Where such positions are established, they will be consistent with the "Federal Employees

Part-Time Career Employee Act of 1978" and appropriate Government-wide implementing regulations.

SECTION 7. Normally, part-time employees will be scheduled during the administrative workweek.

SECTION 8. All requests, justifications, documentation, approvals and/or denials between the employee, the Union and/or management shall be in writing in order for them to be considered as official.

INTERMITTENT

SECTION 9. The Activity agrees to use Intermittent employees instead of temporary employees whenever feasible.

SECTION 10. For the purpose of this Article "intermittent" employment means non full-time employment in which employees serve without a regularly scheduled tour of duty.

SECTION 11. An intermittent work schedule or employment is appropriate for a position in which the nature of work is sporadic and unpredictable so that a tour of duty cannot be regularly scheduled in advance or the work is usually for a brief period on recurrent basis.

SECTION 12. Management will make every reasonable effort to distribute intermittent hours on a fair and equitable basis among equally qualified intermittent employees within the same organization. A record of hours worked by intermittent employees will be maintained by the Activity by pay period.

SECTION 13. When an intermittent employee is scheduled in advance of the pay period to work full time during each administrative week for more than two (2) consecutive pay periods, the employee's work schedule will be adjusted from intermittent to full-time for that period.

SECTION 14. When an employee is assigned to regularly scheduled work for a limited or specified period, a not to exceed (NTE) date should be established and the employee returned to intermittent status at the conclusion of the scheduled work assignment.

SECTION 15. Normally, supervisors will inform intermittent employees prior to the end of the workday if they will be needed the following workday.

SECTION 16. The Activity agrees that if an intermittent employee is called in for work, every reasonable effort will be made to assign the employee a minimum of four hours regular time to the extent that four hours work is available.

SECTION 17. A copy of the intermittent employee's work hours will be forwarded to the Union upon request.

ARTICLE 46
PROCEDURES FOR EXTREME CLIMATIC
AND HAZARDOUS ROAD CONDITIONS

SECTION 1. The parties agree that, when adverse weather conditions present a threat to the safety of employees, the following procedures apply.

SECTION 2. When warnings or indications of impending severe weather (heavy rains, strong winds, tornadoes, hurricanes, floods, etc.) weather conditions shall be monitored and appropriate precautions take to protect personnel and property from the effects of the severe weather. This may include, but is not limited, to the early release of employees who have a reasonable distant to travel or who may have immediate family members to pick up from school or other care facilities.

SECTION 3. When climatic or hazardous road conditions merit, the Employer may delay employee's arrival, release employees early, or close the station. The Employer agrees to strongly consider the statements of local and state officials regarding the conditions of roads in making its decision on closure or reporting of employees.

SECTION 4. In the event employees cannot report to work because of weather conditions such as ice and snow, the Employer will have the authority to close the Activity except for essential personnel.

SECTION 5. The employee shall retain the right to protect himself/herself from life or health endangering conditions due to climatic and hazardous road conditions by requesting leave. If an employee has requested leave for a day the Activity is closed or delays its opening, the employee will be given special consideration through the chain of command for restoration of leave for the hours that the Activity was actually closed.

SECTION 6. During hazardous weather conditions, when there is no closures, supervisors will follow the Employer's policy and this Contract regarding liberal use of leave, early release or excused tardiness.

SECTION 7. It is understood that employees are expected to report to work with regards to the weather conditions unless they have been properly notified of the Station's closure. The

Employer agrees to make every reasonable effort to notify the employees of the operations of the Activity during climatic weather conditions. Methods of reaching employees includes, but is not limited to:

1. Vicksburg and Jackson radio and television announcements.
2. Providing the employee with one central telephone number to call to obtain information concerning the opening and closing of the Activity. This number should be printed at least once monthly in the Employer weekly bulletin from December through the second week in March.
3. The Employer agrees to post "Inclement Weather Instructions" on official bulletin boards at each lab and separate staff element.

SECTION 8. The supervisors/leaders who are not located in an office will be equipped with a mobile phone/radio during inclement weather conditions and other dismissals that require early release.

SECTION 9. The Employer may designate employees essential to mission, regardless of climatic or hazardous conditions, who may be required to report to duty or remain in a duty status. When the employee has exhausted all reasonable efforts to report to duty, the Employer agrees to provide transportation or consider excusing the employee from duty.

ARTICLE 47
LEAVE

GENERAL

SECTION 1. Use and accrual of annual leave is a right of the employee. However, the use of annual leave is subject to approval by the Employer in accordance with the CFR and this contract.

SECTION 2. If any employee feels that he is being forced to use leave, he shall so state on his SF 71. This statement is not a reason to alter the SF 71. If the supervisor disagrees with the statement, he has the right to state his reason(s) for the disagreement in the supervisory remark's section. Copies of all SF 71's where the employee states that he is being forced to use leave shall be forward to the Union President within two (2) workdays.

SECTION 3. If the employee is placed on absence without leave, he/she will be charged for the exact time.

LEAVE REQUEST PROCEDURES

SECTION 4. The Employer will notify present and future employees, in writing, of three names and telephone numbers in priority order of the appropriate officials/designees to report their need to use unplanned leave.

SECTION 5. Where unforeseen emergencies arise requiring the use of leave, approval of leave should be requested as follows:

If the emergency arises while the employee is at work, the employee shall be responsible for making a reasonable effort as the circumstances of the emergency will permit to notify a management agent of the emergency and the anticipated extent of absence. This notification can be made by the employee/designee. Notification does not necessarily mean approval of leave. If the emergency arises when the employee is not at work, and the need to take leave would prevent reporting to work as scheduled, the employee shall be responsible for making a reasonable attempt as noted in Section 4, to notify a management official within two (2) hours of the beginning of his/her normal shift. This notification can be by the

employee/designee. Once the employee has identified the length of their anticipated absence, the employee will not need to notify the Activity again unless they will be away longer than originally stated.

SECTION 6. Any disapproval(s) of leave will be in writing (on SF 71), and includes the reason for the denial. No leave will be disapproved arbitrarily or in violation of any law, regulation, policy or this Contract.

SECTION 7. Where unforeseen plans/emergencies arise requiring the use of leave, and the nature of the employee's unforeseen emergency or need for the use of unplanned leave prohibits compliance with the notification requirements provided above, the employee/designee shall provide such notification as soon as possible. The employee/designee may submit evidence of such circumstances.

ANNUAL LEAVE

SECTION 8. Employees' request for advance annual leave will be processed in accordance with appropriate agency-wide regulations. Requests for advanced annual leave cannot exceed the number of hours the employee will accrue during the remainder of the current leave year.

SECTION 9. Whenever possible, the use of annual leave should be made in advance by the employee filling out the SF 71 (Application for Leave). Approval/denial of requested planned annual leave will be communicated, in writing, to the employee, via his/her supervisor or the management official who has the authority to approve or disapprove leave, within two workdays from the receipt of the SF 71. Reason(s) for denial will be cited in writing on the SF 71 and a copy of the SF 71 will be given to the employee and a copy will be forwarded to the Union.

SECTION 10. Consistent with the needs of the Employer, including workload considerations, annual leave that is requested in advance will be approved. Once annual leave has been approved, the Employer may cancel such leave in accordance with appropriate regulations and this Contract.

SECTION 11. Tardiness and absence from duty of less than one hour, including reporting late from lunch, may be excused or handled administratively by requiring additional compensatory work to make up for the exact minutes absent. (Example: An

employee request a longer lunch. The employee may come in earlier or work longer to make up the time of absence. Both the employee and management must use good judgement when the approving/disapproving such requests.

SECTION 12. As soon as possible after January 1st and no later than March 30th of each year, employees will be given the opportunity to indicate their choice for a vacation period(s) of more than five consecutive workdays. The supervisor shall post the form to be used, for scheduling, in a central conspicuous location on the first workday in January. As employees fill out the schedule, they should date their entries. If there is a conflict between two or more employees, which cannot be resolved between employees, it shall be decided by the supervisor, considering the following:

- a. the first to have made the written request,
- b. rotation of who had the same dates (i.e. holidays period) last,
- c. use or lose leave balance,
- d. the person with the most leave available,
- e. seniority, service completion date (SCD).

Once the employee has approved scheduled leave, he/she should not be permitted to alter such schedule when the change would disturb the schedule of another employee except in an emergency.

SECTION 13. An employee may be granted a reasonable amount of appropriate leave, in the event of a death or serious illness/injury in their family. Definition of family member for this instance is any individual related by blood or affinity (examples are father, mother, spouse, child, uncle, aunt, grandparents, etc.) whose close association with the employee is the equivalent of a family relationship (Federal Employees Family Friendly Leave Act).

SICK LEAVE

SECTION 14. Sick leave is a right (legal entitlement) and shall be earned, accrued, and approved in accordance with applicable laws, regulations, and this Contract. It is understood by the

parties that the use of sick leave is **not** an indication that the user is restricted to their home.

SECTION 15 Use of accrued sick leave will be granted when an employee:

- a. receives medical, dental, or optical examination or treatment;
- b. is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement;
- c. gives care or otherwise attends to a family member having an illness, injury, or other condition, which if the employee had the condition would justify the use of sick leave by the employee, or for purposes relating to the death of a family member including to make arrangement for or to attend the funeral of a family member. (Federal Employees Family Friendly Leave Act);
- d. would jeopardize the health of others by the employee's presence at the post of duty because of exposure to a contagious disease. The governing factor in this provision is a finding by local health authorities (or licensed physician) the disease is "contagious."

SECTION 16. Absences for scheduled medical, dental or optical examinations/treatment shall be requested no later than two days prior to the date of the appointment. Sick leave will be granted for such purposes when required and requested in timely manner. If the Employer determines that it must cancel a previously approved leave request for such purposes and the employee advises the Employer that the employee will have to pay a cancellation fee for the examination/treatment, the Employer will make every reasonable effort to seek qualified volunteers to work for the employee in order to allow the employee to be absent for such purposes. Failure to notify the supervisor at least two workdays in advance will not be the sole reason for denial of leave.

SECTION 17. Should the employee indicate the reason for the use of sick leave is on behalf of a member of his family, the following apply (Family Friendly Leave Act):

- a. Full time employees can use up to 40 hours per leave year with regard to their sick leave balance. Part-time employees

are also eligible; however, their entitlement is prorated based on the number of hours work scheduled per week.

b. The employee can use an additional 64 hours of sick leave provided the employee retains a sick leave balance of 80 hours.

SECTION 18. Employees may be required to furnish evidence to substantiate a request for sick leave when there is just cause to believe the employee is abusing sick leave. Prior to requiring medical certificates under such circumstances, the employee will be counseled regarding the continued abuse of sick leave, which may result in disciplinary action.

SECTION 19. When medical certificates or other documentation is required, their need shall be reviewed semi-annually to determine whether they should be counseled or continued. If the problem is resolved, the requirement will be removed.

SECTION 20. When an employee's sick leave balance has been, or is expected to be exhausted, the employee/designee may submit a request for advance of sick leave on the "REQUEST FOR ADVANCEMENT OF ANNUAL AND/OR SICK LEAVE" form (Appendix A).

SECTION 21. Upon request by the employee, an approved absence which would otherwise be chargeable to sick leave may be charged to annual leave or leave without pay.

SECTION 22. If an employee (including the care of a family member) becomes eligible for the use of sick leave during the time the employee is on approved annual leave, the employee must notify the supervisor and request they be taken off annual leave and placed on sick leave. This request must be made as soon as reasonably possible by the employee/designee.

SECTION 23. Medical Certificate means a written statement signed by a registered or licensed physician or practitioner, certifying to the incapacity, examination, treatment, or the period of disability of an employee.

SECTION 24. The Employer may approve the advance sick leave request in cases of serious disability or ailment if:

1. The employee would normally qualify for the use of sick leave;
2. The application is supported by proper documentation;
3. Repayment may be reasonably expected;

4. The amount advanced to a full-time employee may not exceed thirty (30) workdays;

SECTION 25. Part-time employees, working under a regular tour of duty, should be advanced sick leave on a pro-rated basis.

SECTION 26. Temporary employees may not be advanced sick leave in excess of the amount they will earn during the period of temporary employment.

SECTION 27. The total sick leave advance must be charged against sick leave subsequently earned.

SECTION 28. In case of separation of any employee who is indebted for advanced sick leave, repayment of the advance will be made in accordance with Code of Federal Regulations.

ADMINISTRATIVE LEAVE

SECTION 29 Administrative leave is excused absence from duty authorized without loss of pay and without charge to an employee's accrued leave.

SECTION 30. The Union and the Employer mutually agree to encourage all employees to exercise their right to vote. Administrative excused time will be give to eligible employees to vote in national, state, and/or municipal elections or referendums consistent with applicable Federal rules and regulations, and this Contract. Employees desiring to vote in any election or referendum shall be excused by their immediate supervisor, where the polls are not open at least three (3) hours before or after an employee's regular working hours. The employee shall be excused for whatever amount of time will permit reporting for duty three (3) hours after the polls open or to leave three (3) hours before the polls close, whichever requires less excused time. However, this does not prevent the employee from casting an absentee ballot if the employee desires.

SECTION 31. Employees who desire to volunteer to donate blood must inform their supervisor in advance to their intent. Normally approved time not to exceed four (4) hours will include travel time to and from the blood-collecting site, time for the donation of the blood and recuperation.

COURT LEAVE

SECTION 32. In the event an employee is called for jury duty or jury qualification, the Employer will grant court leave not to exceed eight (8) straight-time hours per day consistent with regulations. If an employee is called for the above civic duty, the employee shall notify the Employer promptly and shall submit a copy of any document(s) issued for jury service. Upon completion of the service, the employee shall present to the Employer evidence of time served on such duty, together with any jury fees received. Allowances for meals, transportation, lodging , etc., may be retained by the employee.

SECTION 33. When an employee who has been granted court leave is excused from jury duty for three (3) hours or more and where time and travel permit and no hardship results the employee shall return to duty or be charged annual leave or leave without pay for the time the employee would have been expected to work.

SECTION 34. A night shift employee who performs court services during the day will be granted court leave for the regularly scheduled night shift tour of duty and is entitled to the night shift differential.

SECTION 35. When an employee is called as a government witness to testify in an official capacity as a federal employee, he/she is considered to be in an official duty status. The employee may not accept witness fees of any kind (room and board excluded).

An employee serving as a government witness (federal, state, or local) in a non-official capacity will be granted court leave. Such employee will not accept witness fees but is entitled to expenses incidental to witness duty.

When an employee appears in court as a non-government witness and is not in the employee's official capacity, the absence from duty must be charged as either annual leave or leave without pay. Such employee is entitled to the usual fees and expenses.

When an employee is subpoenaed to testify, in private litigation, in an official capacity, the employee will be considered to be in a duty status, and can retain reimbursement for actual expenses only. All witness fees and allowances will be collected in accordance with the government-wide regulations.

MILITARY LEAVE

SECTION 36. A permanent employee or temporary whose appointment exceeds 1 year and who is a member of a reserve component of the Armed Forces or the National Guard shall be granted military leave in accordance with Federal rules and regulations for the purpose of providing military aid to enforce the law. An employee who is a member of a reserve component of the Armed Forces or the National Guard shall be accommodated in meeting any scheduled drills/meetings required as part of the participation in such duty.

MATERNITY RELATED ABSENCES

SECTION 37. The Employer may approve a period of leave for up to twelve (12) months for maternity reasons when it is requested by the new parent(s).

SECTION 38. The period of leave may consist of a combination of advanced sick/annual leave, annual/sick leave, donated leave, and leave without pay.

SECTION 39. An employee shall request leave for maternity reasons as far in advance as possible to allow the Employer to prepare for any staffing adjustments which may be needed to compensate for the anticipated absence. The request shall include the type of leave desired, approximate dates, and anticipated duration. If appropriate, this request should be accompanied by a medical certificate, which shall specify the date the doctor recommends the employee are released from work.

SECTION 40. Sick and Annual leave for maternity reasons can be advanced to any employee on the same basis and under the same conditions that leave is normally advanced.

SECTION 41. Where working conditions are more strenuous or hazardous, a pregnant employee, after consultation with her physician, may request temporary re-assignment to other available work for which qualified. To protect the employee's health and that of the unborn child, the supervisor will refer the employee to the Occupational Health Physician for recommendations prior to making a decision.

SECTION 42. A period of maternity leave of up to twelve (12) months may be available to an employee (male or female) who adopts a healthy child.

SECTION 43. The Employer assures the continued employment of the employee in the position previously occupied or a position of like status and pay upon return to work following the period of maternity absence, unless termination of employment is otherwise required by government-wide regulations or for reasons unrelated to the maternity absence.

PATERNITY AND FAMILY LEAVE

SECTION 44. A male employee may be granted leave in a combination of advanced sick/annual leave, sick/annual leave, donated leave, or leave without pay for the purpose of aiding, assisting, or caring for the spouse, infant, or minor children.

SECTION 45. Family leave in the combination of advance sick/annual leave, sick/annual leave, donated leave, and leave without pay may be granted to an employee to care for an immediate family member who is incapacitated, in accordance with the statutes.

RELIGIOUS LEAVE/ADVANCE COMPENSATORY TIME OFF

SECTION 46. While there is no official observance of religious holidays, except those which may also be national holidays, the Employer may grant employees covered by this contract annual leave or leave without pay to observe religious holidays or where circumstances permit, the supervisor may rearrange work schedules to provide substitute work time either before or after the holiday to earn or repay advance compensatory time. An employee whose personal religious beliefs require not working during certain periods of time may elect to use advanced compensatory time off. Should the employee use advance compensatory time off, they must repay the advanced time within a reasonable period of time (normally within six (6) pay periods)

LEAVE WITHOUT PAY

SECTION 47. Leave without (LWOP) pay is a temporary non-pay status and absence from duty, which has been requested and approved in advance by the Employer

SECTION 48. The following employees are entitled, as a matter of right, to take leave without pay for the following purposes:

a. A disabled veteran for medical treatment upon presentation of an official statement from a duly constituted medical authority that medical treatment is required.

b. A military reservist or national guardsman for the period required to perform active duty for training if there is no entitlement to military leave or military leave has been exhausted.

SECTION 49. The Employer may approve requests for leave without pay in the following circumstances:

a. An employee may be granted up to one (1) year to participate in full-time study at an accredited institution of higher learning when the following conditions are met:

1) The proposed course of study is directly related to the employee's position with the Employer and the employee has completed a minimum of five (5) years of service.

2) The employee has demonstrated an acceptable level of competence through past performance and it can reasonably be expected the employee will return to work with the Activity upon completion of the study period. Such LWOP will automatically be terminated without notice when the employee withdraws or is terminated from the study program.

b. For up to six (6) calendar months when an employee has an illness (physical or mental) or injury that would otherwise be covered with sick leave and there is reasonable assurance the employee can and will return to duty with the Activity at the end of the leave period.

SECTION 50. An employee may substitute leave without pay for approved leave in the following situations:

a. For leave granted in conjunction with death in the immediate family.

b. For leave on an established religious holiday which occurs on a regularly scheduled workday of the employee.

c. Local Officers, duly elected delegates, etc., at their option, may request LWOP for the purpose of attending conventions and/or conducting internal union business.

SECTION 51. Pertinent reasons and nature of workload requirements will be given for denial of Leave Without Pay requests.

SECTION 52. The Employer agrees that Unit employees granted LWOP will be carried on a leave without pay status and the Employer will place the employee in the same or equivalent position held before the LWOP began.

ARTICLE 48
RETIREMENT

SECTION 1. The Employer will provide the opportunity to attend a retirement planning seminar/course, describing benefits and eligibility for all employees in the Unit nearing eligibility for retirement. All employees, especially those nearing eligibility for retirement, who submit written questions concerning retirement will receive a written response.

SECTION 2. The Union will be afforded an opportunity to be present at all retirement counseling/seminars provided by the Employer. Further, the Union will be allowed to give each retiring employee union literature and material at these counseling seminars. Should the Employer give the employees any retirement packets the Union will be allowed to add union related material in the same packet. An employee has the right to have union representation at retirement counseling sessions.

SECTION 3. Separated employees (except by retirement) will be provided information regarding eligibility for deferred annuity and information related to deferred claims for disability, if appropriate.

SECTION 4. An employee may withdraw a retirement application at any time prior to its effective date.

SECTION 5. Each eligible employee will be advised to submit his/her retirement papers at least 4 months prior to their actual retirement date in order to decrease the chance of their retirement entitlements being delayed. The Employer agrees to process all retirement request in a timely manner.

SECTION 6. When the authority is received to offer Voluntary Early Retirement, Voluntary Separation Incentive Pay, (VERA/VSIP), the Union will be afforded an opportunity to negotiate impact and implementation of the program.

SECTION 7. All employees in the LAB/Separate Staff Element shall be advised as to the processes and procedures that will be used in the selection of those who shall be given the early retirement options with incentive(s). When there is a "early retirement"/"buy out," each employee shall be told his/her ranking in eligibility for either program, such as critical

position, the employee's seniority, age, and whether or not the employee position will be abolished.

SECTION 8. If an employee and the Activity agree to a VERA/VSIP agreement, neither party will withdraw or break this agreement except by mutual consent or just cause.

ARTICLE 49
NEGOTIATIONS DURING TERM OF CONTRACT

GENERAL

SECTION 1. The Activity and the Union agree to cooperate in carrying out the intent of the Statute in the most expeditious and productive manner.

SECTION 2. The parties agree that for the duration of this agreement neither party is obligated to negotiate any subject covered in this Contract, except:

- a. By the mutual written consent of both parties at any time,
- b. When Employer proposes changes in personnel policies, practices, and working conditions in or to bring local policy into conformance with changed laws, regulations, and policies of higher appropriate authority, or
- c. Union initiated bargaining pending the Supreme Court's decision currently be considered on Union initiated bargaining.

MID-TERM NEGOTIATIONS

SECTION 3. The parties agree to bargain in good faith during any subsequent negotiations and, if necessary, to resolve impasses under the procedures provided by the Federal Service Labor-Management Relations Statute in a prompt and expeditious manner to avoid implementation delays.

SECTION 4. Prior to implementing changes in personnel policies, practices, or matters affecting conditions of employment, the Activity will, via certified mail, present the Union's President with a notice of the proposed change and copies of all higher authorities' instructions directing such changes.

SECTION 5. This notice will offer the Union the opportunity to negotiate these changes by stating, "Negotiations concerning these changes shall commence not later than 30 workdays following the receipt of this notice. However, should the Union have questions or requests additional information on a proposed change, the time limit for the onset of negotiations shall be extended to begin after the Activity has provided the Union with

the requested information and/or the answering of all submitted questions."

SECTION 6. Upon receipt of such notice, the parties shall, within 15 workdays, exchange issues. The Union shall retain the right to accept the proposed change(s) without negotiations by written notice to the Activity. Negotiations should begin on a mutually agreed upon date.

SECTION 8. If the Parties disagree as to whether a subject is a proper subject matter for mid-term supplements, the issue shall be referred in writing, by either Party, to either an arbitrator for a decision on the interpretation of the Contract as it applies to what is proper subject matter for supplementary agreements or to the FLRA for negotiability disputes.

SECTION 9. If the respective representatives fail to reach agreement after negotiations on issues that are proper subject matter for negotiation, the dispute shall be referred to the Federal Service Impasses Panel.

SECTION 10. DURATION OF SUPPLEMENTS

All supplements shall be a part of and subject to the terms and condition of this Contract and shall remain effective through the life of the Contract.

SECTION 12. The Union shall have copies of all rules, regulations, and supplement changes on which there are to be negotiated. Should the Activity determine that a matter is non-negotiable, the Activity shall provide the Union with copies of any and all materials relied upon by the Activity in making such a decision.

SECTION 14. Negotiation will be held at the Union Office unless mutually agreed to go to another location.

SECTION 15. The number of employees on the Union's negotiation team shall be the greater of four team members an equal numbers of individuals designated as representing the Activity.

SECTION 16. Prior to the beginning of negotiations, the names of individuals designated as primary and alternate representatives will be exchanged by the parties in writing. Each party will have five (5) alternates.

SECTION 18. Negotiations will begin 10 workdays following the receipt of the union proposals by the Activity.

SECTION 19. The parties agree when using the interest based bargaining concept to follow the guidelines cited in the joint training of both parties.

SECTION 20. Either Party may call a caucus of not more than one hour. The party calling the caucus must inform the other party of the expected length of the caucus. If additional time is needed the parties must mutually agree to an extension of time, or the party calling the caucus must return to the table to continue the negotiations. Neither party can call for more than two-hour long caucuses in any given five hours long, unless it is mutually agreed upon.

SECTION 21. The Activity/Union will ensure that the Union/Activity will have a secured private caucus room, telephone, and access to a fax machine and copier during the entire negotiation process.

ARTICLE 50
NEPOTISM

SECTION 1. Members of the same family will normally (except when appealed to higher authority) not be appointed, employed, promoted, or advanced in or to a position where a direct supervisory relationship exists, where favored treatment can ensue, where the job relationship increases the potential for collusion, or where such personnel action has been advocated by a member of the same family who has the authority to take or recommend such action. Members of the same family will be considered to be father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, brother-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother and half sister.

SECTION 2. In connection with personnel actions, supervisory personnel are prohibited from engaging in any conduct or action that might result in, or appear to be, giving preferential treatment to any person.

SECTION 3. The fact that an employee is a relative of another employee will not of itself prevent such employee from being considered for employment in the same facility so long as the relative is not in a direct supervisory position.

**ARTICLE 51
OFFICIAL PERSONNEL FOLDER,
SECURITY AND PERSONAL PRIVACY**

SECTION 1. The employee shall retain the right to physically review his/her Official Personnel File (OPF). Further, the employee shall also retain the right to give written authorization to have a representative physically review their OPF. Either the employee or the Union/representative may make, or request, copies of information found in the employee's OPF.

SECTION 2. In accordance with the Privacy Act, access to the OPF will be provided only to employees, agency officials, and representatives who have a need for the information in the performance of their official duties. An employee (or the Union) may request from CPAC/CPOC records of who and why their OPF was accessed.

SECTION 3. Should there be a need for an employee's OPF to be removed from the premises where it is permanently kept, the removal shall be in a secure and traceable manner.

SECTION 4. Should the Activity search and/or seize an employee's person, work-site, or property, it shall provide the employee a written explanation and documentation(s) for the search and/or seizure.

SECTION 5. The employee shall also be provided copies of all evidence, material, and items taken during the search and/or seizure. Copies of all evidence, material, witnesses/statements, and regulations used for such action shall be provided to the employee and the Union.

SECTION 6. Any records in the OPF, which have not been or cannot be made available to the employee, or their representative, for review cannot be used as a basis for disciplinary action against the employee.

SECTION 7. All official personnel records shall be purged and information disposed of in accordance laws, rules, regulations, government-wide regulations and this Contract.

SECTION 8. The Activity shall furnish employees copies of each notification of personnel action and disciplinary/adverse action placed in their OPF.

SECTION 9. Due to the ever increasing disregard for federal employees and property, the Activity may authorize security personnel to inspect persons, their property, and vehicles at entry, exit, or check-points on WES.

SECTION 10. If employees do not wish to have their persons, property, and vehicles inspected, the employee can voluntarily refrain from entering WES' property.

SECTION 11. It is reasonable and expected that the employee shall have a right to security and privacy. Personnel issues (such as adverse action) that are unique to an employee should not be discussed outside the "need to know."

No party is to make public information that they have concerning an employee, without the employees' permission. This will not prevent the parties from cooperating together during investigation and exchanging information as permitted by law and this contract.

ARTICLE 52
OCCUPATIONAL HEALTH SERVICES

SECTION 1. The Union and the Employer recognize the importance of having as many employees as possible at work versus using leave due to minor injuries and illness; therefore, the Employer's Occupational Health Service will provide medication for employees to relieve symptoms of minor illnesses (i.e. providing aspirins, cold and sinus tablets.)

SECTION 2. The Employer agrees to staff the Occupational Health Service with medical personnel who meet regulatory qualification standards including licensing and Board Certification, if required by either law or regulation.

SECTION 3. Employees who, due to the performance of their jobs, become ill, sick, or injured will not be required to seek medical treatment provided by the Employer, but will have the option of going directly to the physician of their choice.

SECTION 4. Should an employee decide to use their personal physician or seek medical attention from an medical facility, the Employer agrees to provide timely verification of employment and OWCP coverage to the attending physician or medical facility.

SECTION 5. The Employer agrees that any Employer-approved time spent by an employee in Health Service including travel, because of sickness, illness, or injury while on the job, will be excused absence from duty and not charge to the employee's sick leave.

SECTION 6. The Employer agrees to protect and maintain individual employee medical records and private medical information in accordance with applicable regulations.

ARTICLE 53
FINANCIAL OBLIGATION

SECTION 1. Employees are expected to pay promptly all just financial obligations. A just obligation is one that the employee acknowledges as being just or that has been reduced to a judgment by court means.

SECTION 2. The Employer agrees that it will not permit itself to be used as a collection agency in connection with commercial obligations or claims based on court judgments except as provided by laws or regulations.

SECTION 3. The Employer agrees that debts are personal matters to be worked out between debtor and creditor. Additionally, the Employer agrees it may effect an adverse action against an employee only when it can establish that the employee's nonpayment of just debts has or will have a harmful effect on that employee's performance, or on ability of the agency to perform its assigned mission, or within provisions of laws or regulations and this Contract.

SECTION 4. Creditors and collectors will not knowingly be granted access to employees for the purpose of presenting or collecting claims during working hours. Debt complaints received from debt collectors are to be regulated by laws or regulations (e.g. Public Law 95-109, the Fair Debt Collection Practices Act of 20 September 1977).

SECTION 5. The Employer agrees no record of creditor's claim will be placed in the employee's official personnel folder, unless the claim results in formal disciplinary action.

SECTION 6. Within 6 workdays after receipt by Employer's Finance Officer of a court-ordered garnishment (child support/alimony) provided for by law, the Employer will advise the employee of the action.

SECTION 7. When the Employer determines that an employee is indebted to the Employer, the Employer will bring such debt to the attention of the Employee. In determining the method and amount of collection, the Employer will consider the amount owed, expected duration of employment, ability to pay, and undue hardship on the employee.

ARTICLE 54
ADMINISTERING THE CONTRACT

SECTION 1. The parties agree that ultimate responsibility for administering and enforcing this Contract lies with the Commander of Waterways Experiment Station and the Union President.

SECTION 2. Any designation of authority shall be in writing. The designee shall have full authority to make decisions.

SECTION 3. When a meeting is held between the Union/Activity's representatives/designees, at least one of the representatives of both parties must have the authority to settle or come to a mutually acceptable agreement.

SECTION 4. Both parties recognize the importance of permitting the lowest level supervisor and the Union to understand and be trained on this Contract.

ARTICLE 55
PAYROLL ALLOTMENTS FOR PAYMENT OF UNION DUES

SECTION 1. To be eligible to make a voluntary allotment for the payment of union dues, an employee must:

- a. Be in the Unit covered by this Agreement;
- b. Be a member in good standing with the Union;
- c. Have a regular net salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues; and
- d. Request the allotment on the prescribed form (SF-1187) which has been certified by the authorized union official.

SECTION 2. The Union shall provide the Payroll Liaison Officer (PLO) or Payroll Customer Service Representative (PCSR) written notification concerning:

- a. Changes in the amount of union dues;
- b. The name of any employee who ceases to be a member in good standing in the Union.

SECTION 3. It is the Activity's responsibility to ensure that the dues deduction will be effective as soon as possible, but in no case will be later than one (1) full pay period following receipt by the Employer of the SF-1187 Form.

SECTION 4. It is the Activity's responsibility to provide a local point of contact in case the servicing payroll office fails to remit, a check to the Union together with:

- a. Name, Social Security Number and Organization of the employee;
- b. Total number of employees and total amount of dues withheld and due the Union; and
- c. Names of employees from which no dues were withheld due to insufficient earned pay to cover allotment or any other reason.

SECTION 5. The Activity will provide the Union with a copy of the SF 1187 when it is forwarded to payroll.

SECTION 6. The amount of dues certified on the original allotment form (SF-1187) will remain unchanged until a union official provides written notification to the servicing payroll office.

SECTION 7. Dues allotments will be terminated automatically:

a. Upon loss of exclusive recognition by the Union, effective at the beginning of the first full pay period after such loss of recognition.

b. When the dues withholding agreement is terminated.

c. When an employee ceases to be eligible for inclusion in the Union in good standing effective with the first full pay period after receipt by the Employer of written notice from the authorized union official.

d. With the transfer of the employee resulting from a change in employment status to a position outside the bargaining unit.

SECTION 8. An employee may obtain a revocation of an allotment form (SF-1188) from their timekeeper for submission and processing during the month of November. A copy of the SF 1188 form will be provided to the Union as soon as it is received by the Employer. Any SF 1188 received outside the aforementioned dates shall be immediately returned to employee and a copy forwarded to the union office. The employee should submit form SF 1188 to the Directorate of Human Resources Management (DHRM). The DHRM will then forward the forward the SF 1188 form to payroll for processing.

SECTION 9. The Employer shall provide withholding of Union dues at no cost to the Union.

SECTION 10. Any SF-1187 submitted to the PLO or the PCSR that is not processed will be returned to the Union with the reasons why it was not processed. The Union retains the right to file an appeal.

SECTION 11. If the Activity certifies an employee is ineligible for union membership (and is subsequently overruled) or if the

Activity does not provide timely processing of an SF 1187/88 it may be liable for dues not collected.

ARTICLE 56
EMPLOYEE TRAVEL

SECTION 1. When the Activity assigns work that requires travel, it agrees to abide by laws, higher authority regulations, the Joint Travel Regulations (JTR), and this Contract.

SECTION 2. The Employer and the Union recognize the nature of the mission of the Employer requires employees to travel away from their official duty station.

SECTION 3. The Employer shall give the employees as much notice as possible, normally not less than ten (10) workdays, when they are selected for assignments involving travel.

SECTION 4. No employee shall be forced to travel without:

- a. Travel orders, either oral or written.
- b. A government sponsored travel card (GSTC) or travel advances.
- c. Information on travel destination and lodge, and estimated arrival time.
- d. The name of the person(s) they will be working for and who they should to report to.
- e. The purpose of travel assignments.
- f. No employee shall be forced to travel without which days travel can be accomplished.
- g. The anticipated duration of the assignment.
- h. Information on the mode of transportation to use to reach the destination.
- i. Information on any restriction, or mileage rate the employee shall be paid if he use his POV. This information shall be plainly typed and annotated in the remarks section of the travel orders.

SECTION 5. The employee shall be permitted to travel via Private own vehicle (POV), unless there is an adverse mission impact.

SECTION 6. If administratively controllable and/or unless mission requirement dictate otherwise, travel will be scheduled during an employee's basic workweek.

TIME SPENT TRAVELING HOURS OF WORK

SECTION 7. NON-EXEMPT EMPLOYEES

1. Time spent traveling shall be considered hours of work if:

a. An employee is required to travel during regular working hours;

b. An employee is required to drive a vehicle or perform other work while traveling;

c. An employee is required to travel as a passenger on a one-day assignment away from the official duty station; or

d. An employee is required to travel a passenger on an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employee's regular working hours.

2. An employee who travels from home before the regular workday begins and returns home at the end of the workday is engaged in normal "home to work" travel; such travel is not hours of work. When an employee travels directly from home to a temporary duty location outside the limits of his or her official duty station, the time the employee would have spent in normal home to work travel shall be deducted from hours of work as specified in paragraphs (a) (2) and (a) (3) of this Section.

3. An employee who is offered one mode of transportation, and who is permitted to use an alternative mode of transportation, or an employee who travels at a time other than that selected by the agency, shall be credited with the lesser or:

a. The actual travel time which is hours of work under this Section; or

b. The estimated travel time which would have been considered hours of work under this Section had the employee used the mode of transportation offered by the agency, or traveled at the time selected by the agency.

SECTION 8. EXEMPT EMPLOYEE

Time in travel status away from the official duty-station of an employee is deemed employment only when:

1. It is within his regularly scheduled administrative workweek, including regular overtime work; or
2. The travel:
 - a. Involves the performance of actual work while traveling;
 - b. Is incident to travel that involves the performance of work while traveling;
 - c. Is carried out under such arduous and unusual conditions that the travel is inseparable from work; or
 - d. Results from an event which could not be scheduled or controlled administratively, including travel by an employee to such an event and the return of the employee to his or her official duty station.

SECTION 9. PERSONAL TELEPHONE CALLS WHILE ON TDY

Calls will be limited to an average of \$5.00 per day, including any telephone surcharge levied by the lodging vendor.

SECTION 10. If the employee is required to stay at lodgings outside the limits of the temporary duty station, or if authorized lodgings are not available within the temporary duty station, the employee will be compensated for the time spent traveling to and from lodging to circumference (30 miles, normally not to expected to exceed about 30 minutes) of temporary duty station.

SECTION 11. When it is within the administrative control of the Employer, employees shall receive their travel orders and information sheet on arrangements for quarters and transportation sufficiently in advance to ensure the necessary arrangements for obtaining transportation requests and advancement of travel and per diem allowance can be accomplished during work hours prior to departure.

SECTION 12. Should the employee, upon arrival, find the facilities and quarters are not adequate under applicable law, or Joint Travel Regulations, they may immediately seek lodging at an adequate facility. An adequate facility must have, but is not limited to, the following:

a. A private room with clean and usable bed(s)/linens, restroom, space for storage of clothing; and window coverings.

b. Working telephone with direct access to outside local and long distances lines.

c. Adequate, and reasonably secure, parking area.

d. Clean hot and cold potable water for drinking and taking baths and/or showers.

e. Eating and laundry places that are reasonable close to the place of lodging.

f. Doors that can be secured with a night latch and/or dead-bolt.

g. Television sets where television reception and sets are available.

SECTION 13. Normally, suitable meals should be available at the TDY station. However, where such meals are not available, transportation will be authorized for employees to obtain meals. It is understood that normally the least costly, yet safe, transportation will be selected for obtaining suitable meals.

SECTION 14. Transportation will be authorized to and from suitable laundering facility and to purchasing basic necessities while an employee is on TDY if the need arise.

SECTION 15. The Employer will pay 70 percent of travel and per diem and the Union will pay 30 percent of travel and per diem, when union representative(s) attend Congressional meeting (excludes lobbying activities) and travel to remote sites to perform representational duties.

SECTION 16. The Employer agrees to pay travel and per diem when the appearance of union representatives, grievant(s) and third party approved witnesses is required at third party proceedings

away from the WES installation located at 3909 Halls Ferry Road, Vicksburg, Mississippi.

SECTION 17. Where mission requirements permit, an employee may depart from their permanent duty station or the employee's temporary duty station earlier or later, and may request leave during this time if the alternate departure times are not on basic workdays and/or include part of the basic work week.

SECTION 18. Where mission requirements permit an employee may use approved leave and/or travel on the weekend while going to and/or from their TDY station or while they are on TDY, providing it does not affect another employee's leave or add additional cost.

SECTION 19. TDY will be rotated among qualified and available employees with requisite skills on a fair and equitable basis consistent with mission requirements. The determination as to "available" and "requisite skills" shall not be arbitrary and/or capricious. Consistent with mission requirement, rotation for TDY assignments among volunteers will be based on seniority (service comp date) and cost.

1. Supervisors will make every effort to honor requests from an employee to be excused from a TDY assignment for compassionate reasons.
2. This section does not apply to training assignment involving TDY, with the exception of excusal for compassionate reasons.

SECTION 20. Employees selected for TDY will be advised before departure of the shifts they will be working while on TDY. To the extent operationally feasible, employees will be assigned to the same shift while on TDY as they occupy at their regular duty station.

SECTION 21. If a temporary duty assignment requires an employee to be away from their official duty station for more than 30 calendar days, management will, to the extent possible, permit an employee to voluntarily return to his domicile during non-workdays using a government vehicle in accordance with appropriate regulations and procedures. In accordance with applicable regulations and this contract the Employer will pay expenses equal to the amount of per diem an employee would have received had he remained at the TDY location.

SECTION 22. When an emergency involving a member of an employee's immediate family arises during TDY the employee may be returned to their official duty station and transportation provided, in accordance with the JTR.

SECTION 23. Employees who are assigned to TDY for more than 45 consecutive days, may, when possible, be given the opportunity to return to their official duty station for at least 10 (ten) consecutive workdays at the Employer's expense.

SECTION 24. Records of TDY assignment will be maintained for a period of 24 months and may be furnished to the Union upon request.

SECTION 25. No unit employee shall be forced to obtain nor keep any GSTC.

SECTION 26. The Activity will recommend to all unit employees to apply for a GSTC within thirty workdays following the effective date of this contract.

SECTION 27. Employees should have an active GSTC or be given the maximum cash travel advance prior to leaving on TDY.

SECTION 28. The unit employee shall be reimbursed for any cash advance related charges (ATM charges).

SECTION 29. The Employer shall inform present and future employees that they are not obligated to get nor retain a GSTC, but if the employee elects to enroll in the Travel Charge Card Program, the employee will be personally responsible for timely payment (as required by the issuer) of all charges made on the GSTC.

SECTION 30. The Activity agrees to ensure that all properly completed and submitted travel vouchers for the reimbursement of funds shall be paid in full. If the employee has not been reimbursed within 10 workdays they should notify the supervisor.

SECTION 31. Union official/representatives who travel while in a duty status/official time shall be authorized the use of their GSTC, provided they have one for any reimbursable expenses in accordance with the JTR and this Contract.

SECTION 32. Employees shall be counseled and/or warned when they misuse a GSTC. The employee will be expected to

discontinue the misuse and encouraged to make payment on outstanding balance in a timely manner. Failure to do so may result in the cancellation of the card or disciplinary action.

SECTION 33. Union officials/representative should be issued travel orders when they travel for training and representation while on approved official time.

SECTION 34. The Employer agrees that if a government vehicle is not available for TDY, employees may be authorized to use his/her POV or a rental.

SECTION 35. Provisions for handicapped employees who are directed to perform official travel will be made as provided in governing regulations.

ARTICLE 57
STAY OF PERSONNEL ACTIONS

SECTION 1. To minimize the adverse effect on an employee for whom an adverse action is proposed, the employee, their representative or the Union may request and may be granted a stay of personnel action.

SECTION 2. All requests for stays of personnel action must be in writing and state the reasons for the request.

SECTION 3. Copies of request for stays of personnel actions along with management's approval/disapproval shall be forwarded to the Union. It shall provide the race, sex, age, and organization of the employee.

ARTICLE 58
PRINTING AND DISTRIBUTION OF THE CONTRACT
PRINTING AND PUBLISHING THIS AGREEMENT)

SECTION 1. The Employer will make copies of the contract available in each organizational unit office and in the WES Library for use of bargaining unit employees. In addition, the Employer will provide the Union 50 copies of the Agreement and a camera-ready copy for its use and distribution as the Union sees fit.

SECTION 2. Distribution: The Employer agrees that immediately upon submission to the approving Agency official, it will initiate actions to ready the Contract for publishing. However, it will not actually be printed until it has been approved by the Agency's head and signed by both parties. Any required corrections/editing will be made prior it being published.

SECTION 3. Publication/distribution of the contract shall begin no later than five workdays following the signing.

SECTION 4. Distribution will include hard copies and an electronic version made available to employees. Employees may download a copy of the electronic version for Personal use.

SECTION 5. The Employer will publicize the availability of the Contract in the first published weekly bulletin after the start of initial distribution of the Contract.

SECTION 6. Supervisors will ensure that all employees have access to a copy of the Contract. If an employee does not have access to the electronic version, a hard copy will be provided.

SECTION 7. New Employee Information: The Employer agrees that when a new employee is hired into the bargaining unit, the immediate supervisor will advise the new employee of AFGE's exclusive recognition status and will notify the new employee of Contract availability/location.

SECTION 8. All users of the electronic version will be trained on how to access the Contract. It is recognized by users of this system that the true copy is the printed/signed version.

ARTICLE 59
UNFAIR LABOR PRACTICE (ULP)

SECTION 1. It is understood that both parties to this Contract have statutory rights to file what it may believe is an Unfair Labor Practice (ULP) charge against the other party with the Federal Labor Relations Authority (FLRA). Should either party believe that the other has committed an unfair labor practice, as defined in the Civil Service Reform Act of 1978, the charging party shall serve a copy of the ULP upon the party. This Contract shall not preclude the charging party from notifying the other party and making reasonable attempts to reach resolution of the problem. However, the parties acknowledge this is not required by the Contract.

ARTICLE 60
PROBATIONARY/TRIAL PERIOD EMPLOYEES

SECTION 1. A probationary/trial period employee is an individual appointed as a career-conditional or career employee (or equivalent excepted service employee) under OPM authority who is serving his/her first year under current appointment. Unless specified otherwise, such employees are covered by the terms and conditions of this Contract to the extent permitted under applicable laws, rules, and regulations.

SECTION 2. PERFORMANCE APPRAISAL. The performance of probationary\trial period employees will be evaluated using the same procedures applied to all civilian employees.

1. Probationary/trail period employees will be advised in writing of the applicable critical elements and performance standards at the beginning of the probationary period. The supervisor will explain the requirements and answer any questions the employee may have.
2. During the probationary period, the supervisor should:
 - a. Observe the employee's conduct (e.g. general characteristics, traits) and performance;
 - b. Consider circumstances that may impact the performance of the employee and give proper guidance;
 - c. Evaluate the employee's potential and determine if the employee is suited for successful Government work.
3. As soon as the supervisor recognizes unsatisfactory performance/conduct, he/she should advise the employee of this inadequacy and inform the employee of the steps needed to take corrective action. The employee should be given an opportunity to correct deficiencies, however, in no instance will the probationary period be exceeded.
4. If it becomes apparent, after full and fair trial, that the employee's overall work performance or conduct, do not fit for continued employment, the supervisor must initiate action to separate the employee. This action should be initiated as soon as these facts become apparent, and taken in sufficient time for

the employee to be notified, prior to the expiration of the probationary period, that he or she will not be retained.

SECTION 3. CONDUCT/ETHICS

Probationary/trial period employees will be advised of any misconduct either prior to appointment or during their probationary period of employment which impacts their status as a Government employee or the performance of assigned duties. The Activity agrees to make available a copy of the Standards of Conduct to each probationary/trial period employee and explain what application the standards have to employees. Probationary/trial period employees will be subject to the same Standards of Conduct as all other employees.

SECTION 4. CERTIFICATION

If management determines that an employee has successfully completed the probationary/trial period a certification of satisfactory performance and conduct will be submitted no earlier than the beginning of the ninth month but before the end of the probationary period and must contain a positive recommendation that the employee should be retained in the Federal service beyond.

SECTION 5. NOTIFICATION OF TERMINATION OF APPOINTMENT.

The Parties agree that when the Employer determines that a probationary/trial period employee is to be terminated, the Employer will notify the employee in writing as to why he or she is being terminated and the effective date of the action. The notice will provide the probationer with factual information about their performance or conduct to make the Employer's basis for the action clear. Furthermore, it is good personnel practice to have an appropriate supervisory or personnel official discuss the basis for the Employer's action with the employee. The Employer agrees not to terminate a probationary/trial period employee unless his work performance or conduct during this period fails to demonstrate his fitness or his qualifications for continued employment. All discussions should be recorded on the counseling record form with copies provided to the employee.

SECTION 6. CREDIT TOWARDS PROBATION

The Parties agree that Federal service will be credited toward completion of the probationary/trial period in accordance with laws and regulations.

ARTICLE 61
MISCELLANEOUS

SECTION 1. The Employer agrees to publish AFGE Local 3310 name and phone numbers (voice and fax) in the Waterways Experiment Station telephone directory.

SECTION 2. The Employer will allow the employee time, while in a duty status, to officially register privately owned vehicles used on Waterways Experiment Station property. Should the employee occasionally use an auto that is not properly registered with the Security Office to come onto the Station through the main gate, the employee shall provide the security guard proper identification. After the security guard check of ID, they may require the employee to sign in prior to being permitted to drive the vehicle on the Station. It is the employee's responsibility to insure that the vehicle is properly insured.

SECTION 3. The Activity and the Union acknowledge that shoptalk occurs and will be addressed as such.

SECTION 4. The Union President will be notified as soon as possible (normally within twenty (20) minutes) after the Commander and/or the Director decides to close the installation, and/or early release of the employees

SECTION 5. The Agency and the Union have a Partnership Agreement that was signed November, 1997.

SECTION 6. Each employee will be issued a government ID photo card, which shall have a minimum of the employee's name organization, and expiration date.

SECTION 7. Poorly designed seats and workstations can cause pain and injury to the back, muscle aches and pains in the shoulders and neck, and circulatory problems in the legs. Excessive physical requirements can lead to physiological and mental fatigue, reducing worker capabilities to recognize and respond to workplace hazards, increase errors, increase possibility of accident, and decrease productivity.

Work pace or rate, the amount of repetition in task activities, and work pressure due to production demands as with machine paced rather than worker paced tasks can cause worker stress, diminish worker attention to hazards and produces

repetitive motion injuries to the musculoskeletal system - due to the high frequency of use of muscles and joints.

Therefore, the Parties agree to cooperatively seek improvement of ergonomics in the workplace with the aspirations to reduce the risk of injuries and illnesses (cumulative trauma disorders) by reducing or eliminating worker exposure to ergonomic hazards; increase productivity; increase quality of work; increase worker safety; increase worker satisfaction and morale; decrease fatigue; decrease errors; decrease injuries and strains; decrease turnover; decrease unsafe acts; and decrease absenteeism.

SECTION 8. The Union will be authorized to follow established procedures for the placement of a booth, table, and/or stall on Engineers' Day.

SECTION 9. In coordination/agreement with the sponsoring organization, the Union shall be authorized to host seminars related to the program theme during Heritage Week (or other annual similar events) during normal business hours. Employees who wish to attend, shall be granted the same privilege as if they were attending any other program or seminar during the week.

SECTION 10. Maximum effort will be made to allow employees to adjust their work schedules to attend parent/guardian-teacher meetings or take care of pressing personal needs.

ARTICLE 62
PRODUCTIVITY

SECTION 1. Productivity shall be accomplished through negotiation, mutual cooperation, shared vision and a goal of excellence. Employees are encouraged to make known their views and ideas of improving productivity to the Union and the Activity.

SECTION 2. The Parties agree that morale is an important issue which has a direct effect on the productivity of the employee and WES. Contented employees enhance productivity.

ARTICLE 63
PROHIBITED PERSONNEL PRACTICES

SECTION 1. The Employer agrees to adhere to the provisions outlined in 5 USC Section 2302, regarding Prohibited Personnel Practices, or any changes to 5 USC Section 2302.

SECTION 2. Pertinent Portion of Section 2302 is printed as follows:

Any employee who has authority to take, direct others to take, recommend, approve any personnel action, shall not, with respect to such authority---

1.. discriminate for or against any employee or applicant for employment--

a. on the basis of race, color, religion, sex, or national origin as prohibited under Section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-16);

b. on the basis of age, as prohibited under Section 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. 631.633a);

c. on the basis of sex, as prohibited under Section 6(d) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(d));

d. on the basis of handicapping condition, as prohibited under Section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791);
or

e. on the basis of martial status or political affiliation, as prohibited under any law, rule, or regulation;

2. solicit or consider any recommendation or statement, oral or written, with respect to any individual who requests or is under consideration for any personnel action unless such recommendation or statement is based on the personal knowledge or records of the person furnishing it and consists of--

a. an evaluation of the work performance, ability, aptitude, or general qualifications of such individual; or

b. an evaluation of the character, loyalty, or suitability of such individual;

3. coerce the political activity of any person (including the providing of any political contribution or service), or to take any action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity;

4. deceive or willfully obstruct any person with respect to such person's right to compete for employment;

5. influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospects of any other person for employment;

6. grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or requirements for any position for the purpose of improving or injuring the prospects of any particular person for employment;

7. appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement in or to a civilian position any individual who is a relative (as defined in Section 3110(a)(3) of this title) of such employee if such position is in the agency in which such employee is serving as a public official (as defined in Section 3110(a)(2) of this title) or over which such employee exercises jurisdiction or control as such an official;

8. take or fail to take a personnel action with respect to any employee or applicant for employment as a reprisal for--

a. a disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences--

1) a violation of law, rule, or regulation, or
2) mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, is such disclosure is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs; or

b. a disclosure to the Special Counsel of the Merit Systems Protection Board, or to the Inspector General of an agency or another employee designated by the head of the agency to receive such disclosures, or information which the employee or applicant reasonably believes evidences--

1) a violation of any law, rule, or regulation, or

2) mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety;

9. take or fail to take any personnel action against any employee or applicant for employment as a reprisal for the exercise of any appeal right granted by any law, rule or regulation.

10. discriminate for or against any employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this paragraph shall prohibit an agency from taking into account in determining suitability or fitness, any conviction of the employee or applicant for any crime under laws of any State, of the District of Columbia, or the United States; or

11. take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation implementing, or directly concerning, the merit system principles contained in Section 2301 of this title.

ARTICLE 64
REPORT OF SURVEY

SECTION 1. The employee shall have the right to union representation during the entire report of survey process. If the employee does not wish to have union representation, the employee shall so state on the "SECTION & WAIVER OF UNION REPRESENTATION" form, and a copy of the form shall be immediately forwarded to the Union. The Union shall have the right to be present as an observer. Any time a unit employee is interviewed, the Union shall be offered, and permitted the opportunity to represent the employee or to serve as an observer.

SECTION 2. Copies of all material, witness statements, evidence, regulations, policies, statutes, and laws relied upon to make a decision shall be forwarded to the employee. Any information not provided to the employee shall not be used against the employee.

SECTION 3. When there is cause for a report of survey involving a unit employee, the Activity will immediately notify the Union.

SECTION 4. The employee shall retain the right to grieve the report of survey results or use other appeal avenues to seek relief, but not both.

SECTION 5. All report of surveys shall be done on a non-discriminatory basis and they will not be performed without just cause.

SECTION 6. A copy of all reports of survey that involve any unit employee, either directly or indirectly, shall be forwarded to the Union

ARTICLE 65
SUGGESTION PROGRAM

SECTION 1. EMPLOYEE SUGGESTION AWARDS

1. The Parties agree to encourage employees to submit suggestions under the Employer's Suggestion Program. Suggestions will be considered in a fair and equitable manner and decided by persons with experience relative to the suggestion.

2. Suggestions will be processed expeditiously and, if approved, the award will be processed expeditiously.

3. Rejections of employee suggestions will be written and contain the reason for the rejection. If a suggestion is later adopted, within the two-year award entitlement period, the suggesting employee will be compensated.

4. The amount of suggestion awards will be objectively determined by a fair and equitable methodology which will permit up to the maximum amount allowed by Government-wide regulations.

SECTION 2. SUGGESTION SUBMISSION PROCEDURE

The Employer's suggestion form will be made readily available at work sites. The Employer will acknowledge receipt of suggestions by notifying the employee within ten (10) workdays. If a decision has not been reached within forty five (45) calendar days of submission, the Employer agrees to inform the employee in writing as circumstances dictate concerning reasons for undue delay in processing the suggestion.

SECTION 3. An employee may discuss prospective suggestions with their supervisor without the supervisor expecting or receiving credit for the suggestion, unless the suggestion is a joint venture between the two (2) individuals.

SECTION 4. The employee will be notified, in writing, when their suggestion has been rejected. The letter of rejection will contain a statement regarding the employee's propriety rights to the suggestion, unless the reason for rejection is that it duplicates a suggestion for which the propriety rights have not expired. An employee who is dissatisfied with the rejection of their suggestion may review its evaluation; however, the names of the evaluator and the responsible official will be withheld. If a suggestion is rejected, the suggester

may request reconsideration upon presentation of new and/or additional information to the Suggestion Awards Committee.

ARTICLE 66
WAGE SURVEYS

SECTION 1. The Union will notify the Employer of the starting date of any wage survey as soon as they are informed that an official wage survey is scheduled. When an employee in the bargaining unit, who is representing the Union, is selected to serve on the wage survey data collection team, TDY/travel will be authorized in accordance with the JTR.

ARTICLE 67
DEFINITIONS

SECTION 1. THE ACT. Title VII of the Civil Service Reform Act of 1978 (Public Law 95-454).

SECTION 2. ACTIVITY/EMPLOYER. The U.S. Army Engineer Waterways Experiment Station, Vicksburg, Mississippi.

SECTION 3. ADMINISTRATIVE APPEAL. Those appeals which are covered by law or which are excluded from the negotiated grievance procedure.

SECTION 4. ADVERSE ACTION. Any suspension, removal, or reduction-in-grade or pay for disciplinary action or unacceptable performance.

SECTION 5. ALTERNATE. Any person who is assigned, in writing to assume the duties of another appointee, electee, or representative official of the Activity or the Union (excluding the Activity's Head or Union President).

SECTION 6. AMENDMENTS. Modifications of this agreement to add, delete or change portions, sections or articles.

SECTION 7. ARBITRARY. Based on or determined by individual preference or convenience rather than necessity.

SECTION 8. THE AUTHORITY. In Labor Relations, the authority is recognized as the Federal Labor Relations Authority and similar Panels, Boards, etc.

SECTION 9. BARGAINING UNIT EMPLOYEES/WORKERS. Those individuals covered by this negotiated contract. Unless specifically stated otherwise, all non-supervisory, General Schedule (GS), and Wage Grade (WG) employees of the U.S. Army Engineer Waterways Experiment Station, Vicksburg, Mississippi, except professional, management, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors.

SECTION 10. CAN. Action is optional.

SECTION 11. CONDITIONS OF EMPLOYMENT. Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise affecting working conditions.

SECTION 12. CONFLICT OF INTEREST. The interests or duties in one's capacity which would reasonably have an effect on one's interests or duties in the another capacity.

SECTION 13. CONSENSUAL. Involving or based on mutual agreement or approval. To be in accord in opinion or sentiment.

SECTION 14. CONSENSUS. The judgement arrived at by most of those concerned. A general agreement. Group solidarity in sentiment and belief.

SECTION 15. CONSULTATION. Any dialogue, either written or oral between the Parties on a specific issue(s), which does not require a mutually acceptable compromise between the parties.

SECTION 16. CONTRACT. This negotiated agreement.

SECTION 17. CONVERSION (Charge of Wrongdoing). To consummate without any intent to keep and without any wrongful taking, where the initial possession by the converter was entirely lawful.

SECTION 18. DESIGNEE. Any person who is assigned, in writing, by the Activity's Head or the Union President, the authority and power of either.

SECTION 19. DETAIL. A duly authorized assignment of an employee to perform duties not covered by the official description of his position or to perform duties of another position for a temporary period not to exceed the maximum authorized by law, regulation, or this contract.

SECTION 20. DISCIPLINARY ACTIONS. Actions taken by the Activity such as verbal warnings, letters of reprimand, suspensions, etc.

SECTION 21. EMERGENCY. A situation which poses sudden, immediate and unforeseen work requirement for the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate. The Employer is not limited by this definition in assessing whether an emergency exists.

SECTION 22. ERGONOMICS- Fitting the workplace to worker. It involves the application of knowledge about human capacities and limitations to the design of workplaces, jobs, tasks, tools, equipment, and the environment.

SECTION 23. EXCLUSIVE REPRESENTATIVE/UNION/LOCAL/AFGE. American Federation of Government Employees (American Federation of Labor-Congress of Industrial Organizations (AFL-CIO) Local 3310.

SECTION 24. GRIEVANCE. Any complaint by an employee concerning any matter relating to the employment of the employee; by any labor organization concerning any matter relating to the employment of any employee; or by any employee, labor organization, or agency concerning the effect or interpretation, or a claim of breach, or a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

SECTION 25. HARMFUL ERROR. Error by the Activity in the application of its procedures that is likely to have caused the Activity to reach a conclusion different from the one it would have reached in the absence of the error.

SECTION 26. IMPASSE. The inability of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

SECTION 27. LAW. Enactment by Congress such as Title VII, Public Law 95-454, Federal Service Labor Management Relations.

SECTION 28. MANAGEMENT OFFICIAL. An individual employed by the Activity in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Activity.

SECTION 29. MAY. Action is optional.

SECTION 30. MOOT. Deprived of practical significance.

SECTION 31 MUST. Action is Mandatory.

SECTION 32. NEGOTIATIONS. Any dialogue, either written or oral, between the Parties with the objective of reaching mutual agreement.

SECTION 33. NEGOTIABILITY DISPUTE. A disagreement between the parties as to whether a subject is a proper matter for negotiation.

SECTION 34. NEXUS. Connection or link between an employee's conduct and the ability to effectively perform his/her duties.

SECTION 35. NORMAL DUTY HOURS. The regular assigned tour of duty in a workday.

SECTION 36. OFFICIAL TIME. Time granted to Union Officials, Representatives, Agents, Stewards without being charged to employee's leave or loss of pay, during the time the employee would otherwise be in a duty status.

SECTION 37. PREPONDERANCE OF EVIDENCE. The degree of relevant evidence that a reasonable person, considering the record as a whole, would accept as sufficient to find that a contested fact is more likely to be true than untrue.

SECTION 38. PRIMA FACIA. Legally sufficient to establish a fact or a case unless disproved. Self-Evident.

SECTION 39. RESOLUTION. The art of reaching a consensual agreement.

SECTION 40. SENIORITY. The time of employment from Service Date to present. Or the time one has served in his/her current occupied position.

SECTION 41. SHALL. Action is required, unless justifiable reason exists for not taking action.

SECTION 42. SHOP TALK. The jargon or subject matter peculiar to an occupation, department or a special area of interest.

SECTION 43. SHOULD. Action is required, unless justifiable for not taking action.

SECTION 44. THE STATUTE. The Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5, United States Code of Public Law 95-454.

SECTION 45. STEAL. To take away from one in lawful possession without right with the intention to keep wrongfully.

SECTION 46. SUBSTANTIAL EVIDENCE. The degree of relevant evidence that a reasonable person, considering the record as a whole, might accept as adequate to support a conclusion, even though other reasonable persons might disagree.

SECTION 47 SUPERVISOR. An individual employed by an Activity having the authority in the interest of the Activity to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

SECTION 48. SUPPLEMENTS. Additional articles/issues, negotiated during the term of this agreement, to cover matters not specify covered by this agreement.

SECTION 49. SUSPEND/SUSPENSION. The placing of an employee, for disciplinary reasons, in a temporary status without duties and pay.

SECTION 50. TEAM LEADER. A non-supervisory unit employee who does not have the authority to make management decisions such the granting of leave, hiring, firing, and proposals for the same, or to take adverse/disciplinary actions, but who exercises some leadership over the employees.

SECTION 51. THEFT (AS A CHARGE). The intent to steal and permanently deprive the owner of his/her property. The taking and possession of another's property in a manner inconsistent with the owner's rights and benefits, with an intent to permanently deprive the owner of the possession or use of the property.

SECTION 52. UNILATERAL/UNILATERALLY. Action or undertaken by one person or party. One-sided. Constituting or relating to a contract or engagement by which an express obligation to do or forbear is imposed on only one party.

SECTION 53 UNIT/UNIT EMPLOYEE(S). Those employees for which exclusive representation rights has been granted to AFGE, United States Army Engineer Waterways Experiment Station, Vicksburg, Ms.

SECTION 54. UNION OFFICIAL/REPRESENTATIVE. Any accredited National and/or District Representative of the Union and the duly elected or appointed officials of the Local, including stewards.

SECTION 55. UNION-EMPLOYER MEETINGS. Oral or written discussions or meetings which are held for communication and exchange of views between representatives of the Employer and the Union for the purpose of obtaining the Union's views on policies and procedures on matters of concern to employees of the unit. Discussions and meetings do not include complaints in progress under grievance and appeal procedures. It is not mandatory that the end result of the meeting/discussions be agreed between the parties.

SECTION 56. URGENT. Calling for immediate attention; pressing, overly persistent in demand.

SECTION 57. WILL. Is not restrictive; applies only to a statement of future condition or an expression of time.

APPENDIX A

REQUEST FOR AN ADVANCEMENT OF ANNUAL AND/OR SICK LEAVE

(THE EMPLOYEE IS TO COMPLETE THIS SECTION)

TO: _____
(DIR/LAB/SUPPORT ELEMENT) (ORGANIZATION)

THRU: _____
(SUPERVISOR, IF APPROPRIATE) (ORGANIZATION)

THRU: _____
(SUPERVISOR, IF APPROPRIATE) (ORGANIZATION)

FROM: _____
(EMPLOYEE NAME, PRINT) (ORGANIZATION)

SUBJECT: REQUEST FOR ADVANCE ANNUAL AND/OR SICK LEAVE

DATE: _____ SIGNATURE _____
REASON _____

I am requesting that you grant me an advance of _____
_____ hours of **Annual Leave** and/or
numeric alpha
_____ hours of **Sick Leave**
numeric alpha
beginning on _____, through _____
date date

Thank you for your assistance and understanding.

(MANAGEMENT OFFICIALS COMPLETE THIS SECTION)

Your request for an advance of _____
_____ numeric alpha
hours of **Annual** and/or _____ hours of
numeric alpha
Sick Leave is:

1st Line Supervisor recommend approval/disapproval

2nd Line Supervisor recommend approval/disapproval

Lab Dir/Support Element approved/disapproved

Management official(s) must state reason for disapproval

alternate time and date

APPENDIX B
SELECTION OF AND AUTHORIZATION FOR REPRESENTATION

I have selected the American Federation of Government Employees Local 3310 to serve as my representative.

I hereby authorize the Activity, and its Agent(s), to provide my representative any, and all, information that may be requested by Local 3310. This includes, but is not limited to:

1. Access to my Official Personnel File,
2. Access to all files that management, or its Agent(s) may have concerning me and the conditions of my employment,
3. **IF APPROPRIATE, RELEASE OF COPIES OF MY MEDICAL FILES,**
4. Access to all files, records, recordings, memorandums, evidence, witnesses, and materials on which the Activity, or its Agent(s), used in the proposing of and the making of any decisions in relation to my case(s). Copies of any correspondence to me from the Activity and/or its Agent(s) are to be forwarded to AFGE Local 3310.

I further authorize Local 3310 to seek a reasonable settlement concerning my case(s). Local 3310 shall have the right to accept or reject any settlement offer on my behalf.

(Signature & Printed Name) (SSN)

Phone Number(s) _____ (Work) _____ (home) _____

Home
Address _____
(city/state/zip)

Work
Address _____

(Date) _____

Grievance Form (continued)

Part 4: Agency Decision

Copies of Grievance and All Supporting Documentation from Both Management and Grievant Must be Returned with Reply.

Enclosed Yes _____ No _____ Explain:

Part 5: Arbitration

Invoked Arbitration _____

_____ Union _____

_____ Activity _____

Signature

Date

(Submit Only This Page)

Part 6a: Nature of Grievance:

Date:

Person(s) Involved: _____

Describe What Happened: _____

6b.

Remedy or Relief Sought:

Signature

Date

APPENDIX D
JUSTIFICATION FOR TIME LIMIT EXTENSION

TO: _____

(TITLE)

(ORGANIZATION)

FROM: _____
(EMPLOYEE'S OR REPRESENTATIVE'S NAME)

(ORGANIZATION)

DATE: _____

I am requesting that you grant me an extension of _____

_____ Days for me to _____
(ALPHA)

The reason for making this request

SIGNATURE

APPENDIX E
SELECTION & WAIVER OF UNION REPRESENTATIVE

You, _____, are hereby notified that you may either have a representative present or you may wish to waive your right to representation for the present time. You must fill in the appropriate blank below prior to the start of our meeting. Should you select any representation, the meeting will not begin, nor will you be asked any questions, until your chosen representative is present.

REQUEST FOR AFGE LOCAL 3310 REPRESENTATION

I, _____, do hereby request Union Representation. I wish to exercise my right, as authorized by the Contract between AFGE and Management, the Appropriate, Statutes, Laws, Rules, and Regulations, to have my representative present during any meetings, questioning, or conversations in person or by phone with management.

WAIVE REPRESENTATION FOR THE PRESENT

I, _____, waive my right for representation for the present. However, I shall retain my right to request representation at any time I feel I have need for it. Upon notification to management or its Agent(s) of my desire for representation, all meeting and questions will cease until my appointed representative is present.

Signature

Date

Time

APPENDIX F
SUPERVISOR/EMPLOYEE COUNSELING RECORD.

Date and Time of
Counseling: _____

Name of
Employee: _____

Name of
Supervisor: _____

Subject of
Counseling: _____

Summary of Communication that Took Place: _____

SIGNATURE OF
SUPERVISOR: _____

SIGNATURE OF EMPLOYEE: _____

(Destroy after 1 year)

**APPENDIX G
REQUEST FOR OFFICIAL TIME FORM**

PART I

(This section to be completed by union official/representative in duplicate. Request for consecutive days should be made on one form.)

_____ OFFICE SYMBOL _____
DATE
PRINT NAME & SIGNATURE

_____ ESTIMATED TIME OF
ESTIMATED DEPARTURE DATE DEPARTURE

_____ ESTIMATED TIME OF RETURN
ESTIMATED RETURN DATE

_____ TOTAL NUMBER OF HOURS REQUESTED
TO BE COMPLETED AFTER RETURN TO DUTY **TOTAL HOURS USED:** _____

EMPLOYEE SIGNATURE/DATE:

PURPOSE OF OFFICIAL TIME: _____ (SEE BELOW)

- A. Negotiations- Including preparation & third party procedures.
- B. Labor-Management Relations- including meetings, third party procedures, preparations, and presentations.
- C. Representational Duties- including grievances, appeals, preparations, investigations, & third party procedures.
- D. Safety inspections & investigations- including third party procedures, contract enforcement, employees &/or Union initiated.
- E. Statutory Union Functions- including grievance & appeals, training, travel, observation, compliance with department of labor organization reports, and other duties covered by laws, rules, regulations, statutes.
- F. Union function- to accomplish presidential and chief steward/designee duties, including steward meetings, grievance committee meetings, contract training, enforcement of this contract.

(THIS PART IS TO BE COMPLETED BY SUPERVISOR UPON RECEIVE OF FORM. A COPY IS TO BE PROVIDED TO THE REQUESTER)

This request is(____) IS NOT (____) approved as requested.

Reason for Denial:

Alternate Time Offered:

Supervisor Signature/Date

PART II

Actual Time of Departure_____ Actual Return Time _____

Total Hours Used_____

Supervisor Signature/phone extension/Date

TO BE COMPLETED AFTER THE EMPLOYEE RETURNS TO DUTY

**APPENDIX H
ALTERNATE FORM OF DISCIPLINE
PAPER SUSPENSION**

1. In accordance with Article 23, Discipline and Adverse Actions I, _____, voluntarily elect to participate in the Alternate Form of Discipline by accepting a _____ paper suspension in lieu of the traditional discipline.

1. I further agree not to _____ in the future.

3. In the interest of the taxpayer, the activity, and myself, I am not contesting this suspension.

4. I understand that management could have proposed _____ suspension without pay had I not agreed to the Alternative Form of Discipline. I understand that this paper will be placed in the supervisor's file for _____ (Employee must initial the length of time.) ALL copies of this paper suspension will be returned to me Not Later Than _____. I further acknowledge that it may be relied upon to support future disciplinary action involving similar misconduct during this period.

5. I am committed to improving my conduct.

6. My election to participate in this Alternate Form of Discipline is voluntary and I waive my grievance and appeal rights concerning this action as long as no laws, rules, statutes, or regulations are violated.

7. I have been advised of my right to have union/personal representation before being offered this form of discipline.

Employee's Signature and Date

Supervisor's Signature/Date

Representative (if designated)

**APPENDIX I
UNION REQUEST FOR INFORMATION UNDER
SECTION 7114(b)(4) OF THE STATUTE
OR THIS CONTRACT**

(Please write N/A where applicable)

DATE: Date of the Information Request _____

THIS INFORMATION IS TO BE RECEIVED NO LATER THAN _____

THIS INFORMATION IS BEING REQUESTED UNDER: _____ PL 95-454

_____ THIS CONTRACT _____ BOTH

REQUESTER: Name of the requesting union
official/representative _____

SIGNATURE OF THE REQUESTER _____

UNION CONTACT: Position, mailing address and phone number of
the union contact submitting the request: _____

AGENCY CONTACT: Name, position, mailing address and/or phone
number of the agency official/representative to whom the request
is being made _____

INFORMATION REQUESTED: Description of information requested
(include whether personal identifiers (such as names, social
security numbers or other matters identifying individual
employees) are included or may be deleted): _____

PARTICULARIZED NEED: Specific statements explaining exactly why
the union needs the requested information. (Explain exactly how
the union intends to use the requested information and how that
use of the information relates to the union's role as the
exclusive representative. Include a specific statement for each
type of information requested, as well as for the time period(s)
encompassed by the request and the need for personal
identifiers, if applicable.) _____

PRIVACY ACT: Do you know if the requested information is contained within a system of records under the Privacy Act? (If so, identify that system of records)._____

PUBLIC INTEREST: If you know or think that the requested information is within a system of records under Privacy Act, describe how disclosure of the requested information, including any personal identifiers and the time period encompassed by the request, would shed light on the Activity's performance of its statutory duties or otherwise inform citizens of the activities of the Government. _____

OTHER MATTERS: Others matters related to the request for information. (Discuss any other matters not listed above which relates to the union's information request and which may assist the activity in responding to the request)._____

YOUR PROMPT ATTENTION TO THIS MATTER IS GREATLY APPRECIATED.
THANK YOU FOR YOUR COOPERATION.

APPENDIX J

In witness whereof, the parties have entered into this agreement on this _____ day of _____ 1999.

APPROVED:

This Agreement was reviewed in accordance with 5 U.S. Code, Section 7114(C), and approved by the Department of Defense on _____

EXECUTED

ROBIN R. CABABA, Colonel, EN
Acting Director U.S. Army
Engineer Waterways
Experiment Station

RUDY L. SMITH, President
Local 3310 American
Federation of Government
Employees, AFL-CIO

FOR THE EMPLOYER:

FOR THE UNION:

CLAUDE E. CHATHAM
Chief Negotiator

RUDY L. SMITH
Chief Negotiator

BERTHA PAYNE FLAGG
Member

EDITH M. CAPLES
Member

THOMAS C. STURGIS
Member

RICKY W. DORRELL
Member

CAROLYN M. HOLMES
Member

ELVIN KELLY
Member

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Negotiated agreement between

U. S. Army Cold Regions Research and Engineering Laboratory

and

National Federation of Federal Employees Local 1472

Hanover, New Hampshire

May 1995

PREAMBLE

WHEREAS the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and Management officials; and

WHEREAS subject to law and the paramount requirements of public service, effective labor-Management relations within the Federal service require a clear statement of the respective rights and obligations of labor organizations and agency management;

NOW, THEREFORE, under Title VII of Public Law 95-454, this agreement will constitute a Labor Management Relations Agreement between the U.S. Army Cold Regions Research and Engineering Laboratory (USACRREL) and the National Federation of Federal Employees Local No. 1472.

For the sake of brevity only, masculine pronouns have been used throughout this agreement. It is acknowledged that positions discussed may be held by either gender.

Article 1
GENERAL PROVISIONS

1.1 **AUTHORITY:** This agreement is entered into under the authority granted in Title VII, Public Law 95-454, Civil Service Reform Act of 1978, and letter of Exclusive Recognition, dated 10 April 1967, to the President of Local No. 1472 NFFE, for the employees in the unit.

1.2 **PURPOSE:** This agreement defines certain roles and responsibilities of the parties hereto; states policies, procedures and methods that govern working relationships between the parties; and identifies subject matter of proper mutual concern to the parties. They have entered into the agreement primarily for the following reasons:

a. To advance employee participation in the formulation and implementation of personnel policies, practices, and matters affecting working conditions.

b. To facilitate the adjustment of grievances, complaints, disputes and impasses.

c. To provide for systematic labor-Management relations.

d. To promote the highest degree of efficiency and responsibility in the accomplishment of their respective objectives.

1.3 **PARTIES:** The parties to this agreement are the U.S. Army Cold Regions Research and Engineering Laboratory (USACRREL), hereinafter referred to as Management, and the National Federation of Federal Employees, Local No. 1472, hereinafter referred to as the Local.

1.4 **COVERAGE:** This agreement is applicable to:

a. All USACRREL General Schedule personnel, whose official duty station is Hanover, New Hampshire, excluding professional personnel, supervisors, Management officials, confidential employees, and employees engaged in personnel work in other than a purely clerical capacity.

b. All USACRREL Wage Grade personnel, excluding supervisors, whose official duty station is Hanover, New Hampshire.

1.5 **USE OF OFFICIAL TIME:**

a. In negotiations:

(1) Management and the Local agree that economical and businesslike bargaining practices are desired and that undue hardships or delays in negotiations should be avoided. To this end the Employer and the Local agree that negotiations will be conducted during regular working hours and that official time, during which the employee would otherwise be in a duty status, will be authorized for each of the members of the Local negotiation team for this purpose. The number of employees for whom official time is authorized may not exceed the number of members

on the Management negotiation team. The Prenegotiation Agreement which applies to negotiations during the duration of this agreement is an Appendix to Article 1.5a(1).

(2) The authorization of official time for participation in negotiations is applicable to the total negotiation process from preliminary meeting on ground rules, through all aspects of negotiations, including mediation and all impasse resolution processes and also any negotiation of supplements or amendments.

(3) Overtime and premium pay for purposes of participating in negotiations are not authorized.

b. In representational functions related to complaints, grievances, and appeals:

(1) Management and the Local agree that a representative of the Local may use reasonable amounts of official time when representing a unit employee in complaint, grievance, and appeal proceedings. Such use of official time normally will be confined to the one representative of the Local who is representing the employee and to the employee presenting the complaint, grievance, or appeal.

(2) When it is necessary for a representative of the Local to leave his work station to represent an employee in such a proceeding, he will so inform his supervisor or the supervisor's designated representative, and estimate the amount of time required. Permission to perform the representational function will be given unless work requirements will not allow. When the Local representative intends to visit the employee represented or another employee with regard to a complaint, grievance, or appeal, he will also inform the supervisor of the employee to be visited; permission to perform the visit will be given unless work requirements will not allow. If work requirements do not allow the absence at a specific time, permission for absence will be granted within a reasonable time.

(3) Representatives of the Local will not solicit complaints, grievances, or appeals from employees.

c. In other representational functions:

The use of reasonable amounts of official time by Union representatives may also be authorized for other matters involving dealings with Laboratory Management officials when those matters are of mutual concern to Management and its employees. Such matters are generally confined to the following:

(1) Discussions with Management officials on matters of mutual interest.

(2) Attendance at formal discussions.

(3) Attendance at joint Management–Union meetings, including time needed to prepare for the meetings.

(4) Review of draft regulations and preparation of comments related thereto.

(5) Execution of steward responsibilities.

d. Pre-arranged schedules and limitations.

The parties agree that under normal circumstances it is reasonable for the Local to devote 16 hours a week to performing the responsibilities described in subparagraphs b. and c. The parties also agree that pre-established periods for the accomplishment of these duties is of mutual interest. Pre-arranged schedules, approved by immediate supervisors, with no one person scheduled for more than four hours a week, will be established. Any use of official time beyond that which has been pre-established will require the prior approval of the supervisor and any total weekly usage above 16 hours will require specific report to the OHR as to why the additional time was required.

e. Union Internal Business: Non-representational activities

(1) Activities concerned with organizing efforts and the internal Management of the Local, including but not limited to the solicitation of memberships, collection of dues or other assessments, circulation of authorization cards or petitions, solicitation of signatures on dues withholding forms or forms revoking dues withholding authorizations, campaigning for labor organization office, distribution of internal Union literature, and preparations for negotiations except as may be modified by a pre-negotiation agreement, may be conducted only during the nonwork time of the employees involved.

(2) When the Local schedules membership meetings, internal elections, workshops on negotiating skills or techniques, meetings with National Office representatives, conventions or similar events wholly or partially within the scheduled working hours of employees, any employee attending or participating in such events shall do so in an annual leave or leave without pay status.

f. Mutually Beneficial Activities:

(1) An employee who is an official or representative of the Local will be excused without charge to leave in conjunction with attendance at a training session sponsored by the Local, provided the subject matter of such training is of mutual concern to the Laboratory and the employee in his capacity as a Union representative, and the Laboratory's interest will be served by the employee's attendance. Administrative excusal for this purpose will cover only those portions of the training session as meet the foregoing criteria and will be subject to the following conditions:

a. The total amount of official time to be authorized Union officials and representatives for this purpose will not exceed one hundred twenty (120) hours per year.

b. The total amount of official time to be authorized any one official or representative for this purpose will not exceed forty (40) hours within a twelve (12) month period.

c. The Local will submit requests for such use of official time to Management preferably one week in advance of the date on which the training session is to take place.

(2) Subject to the above criteria and limitations, two (2) employees who are representatives of the Local will be excused for a period of not more than eight (8) hours each in a twelve-month period for the purpose of attending a training session sponsored by the Local concerning the Federal Wage System policies and operations. The Local will submit requests for such use of official time to Management preferably one week in advance of the date on which the training session is to take place.

Article 2 DEFINITIONS

2.1 AGENCY: An executive department, a Government corporation, or an independent establishment as defined in section 104 of Title 5, United States Code, except the General Accounting Office; in the case of the U.S. Army Cold Regions Research and Engineering Laboratory, the agency (executive department) is the Department of Defense.

2.2 AMENDMENTS: Modifications of the Basic Agreement to add, delete, or change portions, sections, or articles of the agreement.

2.3 APPEAL: A request by an employee for review of an agency action by an outside agency. The right to such review is provided by law or regulation and may include an adversary-type hearing and a written decision in which a finding of fact is made and applicable law, Executive Order, and regulations are applied.

2.4 AUTHORITY: The Federal Labor Relations Authority established by the Civil Service Reform Act of 1978.

2.5 COMPLAINT: Except as used in the definition of grievance, complaint is intended to refer to EEO complaints, position classification complaints, or IG complaints.

2.6 CONFIDENTIAL EMPLOYEE: An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates Management policies in the field of labor management relations.

2.7 CONSULTATION: The process by which Management seeks the advice or opinion of the Local, or the Local suggests changes to Laboratory policies and has its views carefully considered. The Local may consult in person at reasonable times, on request, with appropriate officials on policy matters, and at all times present its views thereon in writing.

2.8 EMPLOYEE: An employee covered by the provisions of this negotiated agreement; a member of the bargaining unit represented by the Local.

2.9 FLEXTIME: A concept for tours of duty whereby fixed times of arrival and departure are replaced by a working day which is composed of two different types of time: core time and flexible time. Core time is the number of hours designated during which all employees must be present. Flexible time is all the time designated as part of the schedule of work hours within which the employee may choose his time of arrival and departure from the Laboratory.

2.10 FORMAL DISCUSSION: Generally, any meeting between one or more representatives of Laboratory Management and one or more employees in the unit or their representatives that concerns a grievance or a personnel policy or practice or other general condition of employment and that has ramifications for collective bargaining unit employees.

2.11 GRIEVANCE: Any complaint —

- a. by any employee concerning any matter relating to the employment of the employee;
- b. by any labor organization concerning any matter relating to the employment of any employee; or
- c. by any employee, labor organization, or agency concerning
 - (i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

2.12 LABORATORY: The U.S. Army Cold Regions Research and Engineering Laboratory, located in Hanover, New Hampshire.

2.13 MANAGEMENT: The Laboratory Commander and Director and all Management officials, supervisors, and other representatives of Management having authority to act for the Laboratory on any matters relating to the implementation of the Laboratory Labor–Management relations program established under Public Law 95-454 (Civil Service Reform Act of 1978).

2.14 MANAGEMENT OFFICIAL: An individual employed by the Laboratory in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Laboratory.

2.15 NEGOTIATION: The process whereby representatives of Management and the Local meet and exchange proposals with the objective of reaching, through bargaining, written agreement on the subject under discussion.

2.16 PERFORMANCE REQUIREMENTS: The major and critical job elements and the performance standards established for a position.

2.17 SUPERVISOR: An individual employed by the Laboratory having authority in the interest of the Laboratory to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

2.18 SUPPLEMENTS: Additional articles, negotiated during the term of the Basic Agreement, to cover matters not covered by the Basic Agreement.

Article 3
MUTUAL RIGHTS AND OBLIGATIONS

3.1 This agreement is subject to the following requirements: in the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time this agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

3.2 Management and the Local, in behalf of the employees it represents, accept the obligation to effect settlement of issues and disputes in accordance with the provisions set forth in this agreement. Management and the Local will not change the conditions set forth in the agreement or supplements except by the methods provided in this agreement.

3.3 In prescribing regulations relating to personnel policies, practices, and matters affecting working conditions, the U.S. Army Cold Regions Research and Engineering Laboratory shall have due regard for the obligation imposed by Public Law 95-454, Section 7114. However, the obligation to meet and negotiate does not include matters with respect to the mission of the U.S. Army Cold Regions Research and Engineering Laboratory; its budget; its organization; the number of employees and internal security practices. Negotiations on the numbers, types, and grades of employees or positions assigned to an organizational unit, work project or tour of duty; or on the technology, methods, and means of performing its work may occur within the conditions of Article 10 of this agreement.

3.4 Both the Local and Management will oppose any discriminatory practices in employee promotion and training, believing that the public interest requires the full utilization of an employee's skills and abilities in his job category without regard to his race, color, creed or national origin, age or gender.

3.5 The normal point of contact between the Local and Management for the purpose of discussing questions that may arise concerning the general administration or interpretation of this agreement will be: for the Local, the duly elected President or his designee; for Management, the Human Resource Officer or his designee. In the event of their absence, the duly authorized alternate will serve in their stead.

3.6 It is recognized that this Agreement is not all-inclusive and the fact that certain conditions of employment have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not covered by this agreement.

Article 4
MANAGEMENT RIGHTS

4.1 RIGHTS RETAINED: Management officials of the Laboratory retain the right:

a. to determine the mission, budget, organization, number of employees, and internal security practices of the Laboratory;

b. in accordance with applicable laws —

(1) to hire, assign, direct, layoff, and retain employees in the Laboratory, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Laboratory operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from—

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(4) to take whatever action may be necessary to carry out the Laboratory mission during emergencies.

4.2 FUTURE AGREEMENTS: The requirements of this article shall apply to all supplemental, implementing, subsidiary, or informal agreements between Management and the Local.

4.3 NONABRIDGEMENT: The provisions of this article shall not nullify or abridge the rights of employees or the Local to grieve or appeal through appropriate channels the exercise of the Management rights set forth in this article. In addition, the right to negotiate on the procedures to be used in exercising Management's rights and on appropriate arrangements for employees adversely affected by the exercise of Management rights shall not be abridged by anything in this article.

Article 5
MANAGEMENT OBLIGATIONS

5.1 Management is obligated to provide the Local the opportunity to negotiate prior to making changes, during the term of this agreement, in established personnel practices, and matters affecting working conditions of unit employees, to an extent that is consistent with Federal Law, any Government-wide rule or regulation, and any agency or Department of Army rule or regulation unless a determination of no compelling need has been made.

5.2 When conducting negotiations with Union representatives, Management is obligated to do so with the objective of reaching agreement by a diligent and serious exchange of information and views which will avoid unnecessarily protracted negotiations.

5.3 As appropriate, advance copies of proposed policies and regulation changes will be referred to the Local for comment and recommendation. The Local will reply in writing to Management either concurring or requesting negotiations or consultation on the proposed change. This shall not be interpreted as prohibiting any individual member of the unit or the Local from submitting, through established channels, suggestions concerning any other appropriate matters.

Article 6
UNION RIGHTS

6.1 Management recognizes that the Local has the exclusive right to represent all employees in the bargaining unit with regard to all matters affecting conditions of employment.

6.2 Management agrees to respect the rights of the Local and to provide the Local the opportunity to negotiate regarding the formulation and implementation of new policy or change to existing policy affecting employees or their conditions of employment.

6.3 The Local, in consonance with its right to represent, has a right to propose new policy, changes in policy, or resolutions to problems. Representation shall occur at the lowest level at which a matter can be resolved, and the initial point of contact shall be the lowest level Management official and Union official having responsibility and authority to act.

6.4 Management will recognize the duly elected Local officers and officials/representatives designated by the Local, including Stewards.

6.5 The parties recognize the right of the Local to submit proposals or views directly to the Commander for consideration when changes in Laboratory conditions of employment are proposed by Laboratory Management.

6.6 The Local will be given the opportunity to be represented at any formal discussions between one or more representatives of the Laboratory and one or more employees in the unit or their representatives concerning any grievance, personnel policy, practices, or other conditions of employment. Management will notify the Local in advance of all such discussions. The Local shall be allowed up to twenty-four (24) hours to provide a representative. The representative shall be permitted to present the views of the Local during the discussions.

6.7 Should an employee object for reasons of privacy, the Local may choose not to exercise its right to have a representative present at all formal discussions between Management and an employee or employees held in the course of proceedings conducted to resolve a grievance submitted by a member of the unit.

6.8 The Local may represent an employee or a group of employees in presenting complaints, if it is so requested by that employee or group of employees.

6.9 If requested by the affected employee(s), the Local may represent employee(s) in presenting grievances under the negotiated grievance procedure of this agreement. In a grievance processed under the negotiated agreement, the employee(s) may be represented only by the Local or by himself/themselves. If the employee(s) represent himself/themselves the Local has the right to be a party to all discussions in the grievance process. The right of an employee representative to be present during the discussion of a grievance shall be subject to necessary requirements as to security and confidentiality of information.

6.10 The Local shall be authorized two hours of official time per week for purposes related to the public interest not provided for elsewhere in this agreement and not related to the internal business of the Local. Prior supervisory approval will be obtained when this official time is to be used.

6.11 All negotiations shall be conducted on official duty time. This shall include time to present matters to the Federal Mediation and Conciliation Service and the Federal Service Impasses Panel.

6.12 Internal Union business, such as attending Union membership meetings, will be conducted during the nonduty hours of the employees involved.

6.13 There shall be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this agreement and the Civil Service Reform Act, or against any employee for filing a complaint or acting as a witness under this agreement, the Act, or applicable regulations.

Article 7
UNION OBLIGATIONS

7.1 The Local recognizes the right of supervisors to assign duties as necessary and to supervise work performance, and will support Management's right to assure that assigned duties are performed properly, recognizing that the employee's failure or refusal to comply may be grounds for disciplinary action.

7.2 The Local agrees to represent the interest of all employees in the unit without discrimination and without regard to membership in the Local with regard to grievances, personnel policies, practices and procedures, or other matters affecting their general working conditions.

7.3 When conducting negotiations with Management, the Local is obligated to do so with the objective of reaching agreement by a diligent and serious exchange of information and views which will avoid unnecessarily protracted negotiations.

7.4 The Local agrees to provide Management, on a quarterly basis, a summary of official time usage on the prescribed form (Appendix A of this Article, p. 51). The quarters end on the last day of March, June, September, and December. Time usage reports will be provided, under normal circumstances, within two weeks of the quarter end-date.

Article 8
EMPLOYEE RIGHTS

8.1 Employees in the Unit shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal to form, join and assist any labor organization as defined in Title VII Public Law 95-454, or to refrain from any such activity. Except as expressly provided hereinafter and in Title VII Public Law 95-454 the freedom of such employees to assist any labor organization shall include the right:

a. to act for a labor organization in the capacity of a representative and the right in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of Government, the Congress, or other appropriate authorities, and

b. to engage in collective bargaining with respect to conditions of employment through representatives chosen under Title VII of Public Law 95-454 as long as it would not result in a conflict of interest or otherwise be incompatible with law or the official duty of the employee.

8.2 This agreement does not prevent any employee, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or policies, or from choosing his or her own representative in a complaint or statutory appeal action.

8.3 Nothing in this agreement shall abrogate any employee right or require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. Management shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under the Civil Service Reform Act, the grievance procedure set forth in this agreement, or any other procedure for redressing wrongs available to an employee.

8.4 Management and the Local will mutually conduct information orientation sessions for members of the bargaining unit relative to the effective administration of this agreement.

8.5 Management will take action as required, consistent with law or regulations, to inform employees of their rights and obligations as prescribed in the Civil Service Reform Act of 1978 and this Article.

8.6 An employee is accountable only for the performance of official duties and compliance with standards of conduct for Federal employees. Within this context, Management affirms the right of an employee to conduct his or her private life as he or she deems fit. Employees shall have the right to engage in outside activities of their own choosing without being required to report to Management on such activities, except as required by law or regulation of higher authority.

8.7 Management will not coerce or in any manner require employees to invest their money or to donate to charity.

8.8 No employee will be discriminated against by either Management or the Local because of race, color, creed, religion, gender, national origin, age, marital status, physical handicap or political affiliation.

8.9 Employees will not be coerced to perform voluntary activities.

Article 9
UNION REPRESENTATIVES

9.1 Management agrees to recognize the elected and appointed officers and stewards certified to it by the Local.

9.2 The Local may appoint up to eight stewards, including the Chief Steward. Stewards will normally be designated from among the Local employees regularly assigned to the organizational element they serve and will normally confine their activities to the element they service. The Local will normally assign a steward to each major organizational element.

9.3 The Local shall furnish Management in writing, and maintain on a current basis, the names of the Chief steward and all stewards and their organizational assignments. The Local shall similarly inform Management of the names of Union Officers.

9.4 In order to improve communications between supervisors and stewards, it is mutually agreed and understood that activities that may be expected of the Chief Steward and stewards will include as a minimum, but not necessarily be limited to the following:

a. Informing Management and discussing potential problem areas with a view to improving working conditions.

b. Advising employees to seek resolution to complaints through open and frank discussion with their immediate supervisor.

c. Offering positive recommendations to supervisors and employees on what can be done to correct workplace problems existing in the organization serviced.

d. Communicating employee views to Management.

e. Assisting supervisors in communicating and explaining Management decisions to employees and assisting employees in expressing their views to supervisors.

9.5 Stewards are encouraged to meet with the first-line supervisors in the organizational elements whose bargaining unit members they represent to discuss matters affecting the working conditions of members of the bargaining unit.

9.6 It is desired that complaints be resolved at the lowest possible level. Toward this end, Management and the Local agree that special efforts will be exerted to attempt resolution at the steward-immediate supervisor level. When complaints are initially referred above that level, the party receiving the complaint will instruct the initiating party that he should first seek resolution at the lowest possible supervisor-steward level. Until resolution is attempted at that level, no other action above that level shall be taken.

9.7 A unit member will not concurrently serve as acting supervisor and steward or Chief Steward. A unit member who is serving as a steward or Chief Steward and who is selected to serve temporarily as acting supervisor in the regular supervisor's absence (i.e., leave, TDY) will cease to serve as steward or Chief Steward during the time period he serves as acting supervisor.

9.8 The Local is responsible for determining the need for training stewards in the execution of their duties and in the provisions of this agreement. The Local will normally provide such training.

9.9 Management recognizes that there may be circumstances when it is in the mutual interest of management and the Local for Union officials and representatives to receive training in specific labor relations topics. Management through the Office of Human Resources may consider the payment of part (or all) of the tuition, per diem, and/or travel for such training. Management will attempt to bring notices of appropriate training to the attention of the Local for consideration. Training authorized will be within the limits of official time specified under Article 1.5 "Use of Official Time".

Article 10
MATTERS APPROPRIATE FOR NEGOTIATION
OR CONSULTATION

10.1 It is understood that matters appropriate for negotiation or consultation under this agreement or any supplement agreement shall relate to personnel policies and practices and matters affecting working conditions to an extent consistent with Federal law, Executive Order and Government-wide rule or regulation, and any agency or Department of Army rule or regulation unless a determination of no compelling need has been made.

10.2 Such matters include, but are not limited to: safety, training, Labor-Management relations, employee services, matters of adjusting grievances, appeals, leave, promotion plans, demotion practices, and hours of work.

10.3 It is the mutual obligation of Management and the Local to meet at reasonable times and confer and negotiate in good faith with respect to personnel policies and practices and matters affecting working conditions so far as may be appropriate under applicable laws and regulations, and published agency policies. Management agrees to provide the Local with copies of all regulatory materials relevant to these areas which are received by the Laboratory. Either party may take the initiative in calling such meetings and in determining whether such meetings will take the form of negotiations.

10.4 The parties agree that in order to enhance the organizational performance of the Laboratory that management will not be limited in any way from discussing directly with unit employees the technology, methods and means of performing work.

10.5 Nothing in this contract shall be construed as limiting management rights to assign work, to determine the personnel by which agency operations shall be carried out or any other 5 USC 7106.(a) right.

10.6 Management agrees to negotiate in good faith on any specific proposal initiated by the Local over a subject set forth in 5 USC 7106(b)(1).

10.7 Subject to the provisions of 10.6, if applicable, and any obligations under 7106(b)(2) and (3), management of the Laboratory is not restricted from making determinations on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty, or on the technology, methods and means of performing work.

Article 11
PRESENTATION AND EXCHANGE OF VIEWS

11.1 The Local has the right and the responsibility to present the views of the unit to Management and Management to present its views to the Local, either orally or in writing, on any matter of concern which is appropriate for negotiation or consultation in accordance with this agreement. If either party requests, the parties will meet promptly in an effort to resolve the matter which created the concern. Whenever possible, the party requesting the meeting shall give reasonable advance notice to the other party and shall specify the subject matter to be discussed and the problem(s), if any, which generated the need for discussion.

11.2 The Human Resource Officer or his designee is designated as the principal point of contact for conducting business with the Local.

11.3 The Local President or his designee is designated as the principal point of contact for conducting business with Management.

11.4 The designation of the Human Resource Officer as the principal point of contact for Management will not in and of itself preclude the right of the Local President or his designated representative from consulting with the Commander, or the Deputy Commander in his absence on any matters that may rightfully be brought to his attention.

11.5 The parties agree to use due respect for each other before referring internal issues outside the Laboratory.

Article 12
PARTNERSHIP COUNCIL

12.1 Preamble: In order to promote increased quality and productivity, customer service, mission accomplishment, efficiency and the quality of work life at USACRREL a Partnership Council is established. This Council, representing management and all employees as equal partners will seek through consensus decision- making to identify activities to attain the aforementioned objectives and provide specific recommendations to the Director or other appropriate empowered official. The Partnership Council is meant to bring together the three principal parties at CRREL, representing management, the Local and the non-supervisory, professional staff to work together as partners to improve the operations and the quality of work life at the Laboratory. The Council does not remove, limit or in any way affect rights or obligations of NFFE, 1472 as provided in chapter 71 of title 5 or E.O. 12871.

12.2 Membership: The Partnership Council will consist of three groups. For management: the Commander - a designated senior manager - Chief, CRREL Team, Office of Human Resources. For the Local: the President, NFFE Local 1472 - the Vice-President, NFFE Local 1472 and one CRREL employee as designated by the Local . For the professional staff: three non-supervisory, professional staff members as designated by the Senior Technical Advisory Group. Designated members will serve two year terms.

12.3 Actions: The activities of the Council are to:

- a. Seek ways to attain the goals described in the Preamble,
- b. Serve as a forum for communication by CRREL leadership to others concerning issues/challenges to the Laboratory,
- c. Exchange views and consult on recommended actions to be taken on issues affecting the members of the Laboratory.
- d. Serve as a method of articulating planned leadership action under reserved management rights and provide a forum to discuss procedures for implementation. The Local may request separate impact and implementation bargaining.
- e. Serve as a forum for initial discussions and consensus decision making as to recommendations regarding quality of worklife and means of improving operations of the Laboratory. The Local reserves formal bargaining rights when requested.
- f. Serves as a vehicle to enhance partnership, trust and cooperation within the Laboratory.

12.4 The Council will not be used for:

- a. The discussion of any individual grievance,

- b. Formal negotiations over any reserved management right under 5 USC 7106 a.
- c. Formal negotiations over the labor agreement or supplements.
- d. Formal negotiations over conditions of employment.

12.5 Operations:

- a. The Council will meet at a mutually acceptable time, place and date during the first full week of every month and additionally as determined by the Council.
- b. Minutes will be kept and rotated among the three parties, approved by all parties and provided to all members prior to the next meeting.
- c. Chairperson will be rotated among the three parties.
- d. Council members will not send substitutes.
- e. A minimum of two members from each team must be present to constitute a quorum.
- f. Decisions as to recommendations will be based on consensus of the three parties.
- g. The council may appoint work groups to accomplish the work of the council and may invite selected individuals to discuss technical information and facts relative to specific issues.
- h. Additional specific procedures and methods of operation of the Council may be determined by consensus of the three parties.
- i. Council members and assigned work group members shall be permitted official time to conduct prescribed activities of the Council.

Article 13
SAFETY AND HEALTH

13.1 GENERAL: Management shall institute an effective occupational safety and health program meeting the requirements of the Occupational Safety and Health Act of 1970 (OSHA), Executive Order 12196, Chapter XVII of Title 29, Department of Labor Rules and Regulations and EM 385-1-1. Management will provide the Local the opportunity to negotiate on any proposed changes relative to occupational safety and health policies and/or to make recommendations relevant thereto. Management will continue to exert every reasonable effort to provide and maintain safe working conditions and occupational health protection for employees, inclusive of the training of personnel in safety matters. It is recognized that each employee has a responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others.

13.2 SAFETY AND HEALTH COMMITTEE: The Local shall have one representative on the Safety and Health Committee.

13.3 EMPLOYEE RESPONSIBILITIES: In the interest of the safety, health, and welfare of unit members, Management and the Local agree to actively encourage all employees to:

- a. Keep their work area neat and clean.
- b. Follow safety rules and procedures and observe and obey danger, warning, or caution signs.
- c. Report to work with an alert mind and rested body.
- d. Wear protective devices when required.
- e. Courteously respect fellow workers' rights and privileges.
- f. Report all occupational injuries, suspected diseases or illnesses to their supervisor and employee representative.
- g. Comply with all DOD/CE safety and occupational health standards.
- h. Comply with local policies and directives concerning the CRREL safety and occupational health program.
- i. Report unsafe equipment, conditions, or acts of others to the appropriate supervisor or, in his absence, the alternate for correction.

13.4 EMPLOYEE RIGHTS: Employees have the right to:

a. Work in an area in which hazards have been eliminated to the maximum extent permitted by operational requirements, existing technology and available resources, and to report any known or suspected hazards.

b. Expect suitable corrective action on all reported hazards.

c. Review OSHA, DOD, DA, USACE, and CRREL safety and health standards, rules and regulations which apply to their job.

d. Object to the abatement periods set by Management as provided in AR 385-10. Objections will be presented through the chain of command.

e. Have an authorized employee representative present on formal inspections.

f. Request and receive anonymity in reporting hazards to the Industrial Hygienist.

g. Request information from the supervisor or Environmental and Safety and Security Office on work place safety and health hazards.

h. Be represented on local safety committees.

13.5 WORK HAZARDS: It is recognized that situations may arise in which an employee or his supervisor has reasons to feel that the employee would have to expose himself to hazards endangering health, safety, or property in order to carry out his work. When either party identifies such a situation, it is his responsibility to discuss the problem with the other so that necessary steps may be taken to protect the employee. When despite diligent effort on the part of employee and supervisor to remove the employee's concern that a hazard endangering health, safety, or property exists at the work site, such concern on the part of the employee has not been removed, either the employee or the supervisor may contact the Industrial Hygienist or his designee. The Local shall be notified of all hazards reported to the Environmental, Safety and Security Office. The Industrial Hygienist or his designee will inspect the work site and will make a determination as to whether or not a hazard exists, what protective measures may be taken to remove any hazard to the employee, and whether or not the work may continue. The decision of the Industrial Hygienist will be final subject to the employee's filing a report of unsafe or unhealthful conditions under the provisions of AR 385-10. If the employee's concern is that the hazard is threatening to life or limb, the work may cease until the Safety Officer or his designee has made his determination.

13.6 RECORDS: In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, Management will report and maintain records of on-the-job accidents and illnesses. Subject to the provisions of the Privacy Act, a copy of all such reports will be provided to the Local upon its request.

13.7 INSPECTIONS: The Local will be informed of all formal inspections and may participate on the inspections if it so requests. A copy of any report made by an inspection team (Industrial, Hygiene or whatever) will be furnished to the Local.

Article 14
DISCIPLINE AND ADVERSE ACTIONS

14.1 Both Management and the Local recognize that maintaining discipline usually is not a problem within a work environment where reasonable rules and standards of conduct are clearly communicated and consistently enforced. Management agrees that undue delay in the initiation of appropriate disciplinary action is unfair to employees and that every effort will be made to take necessary action in a timely manner. When disciplinary or adverse actions are required they are to be constructive in nature and have objectives that are designed to develop, correct, and rehabilitate employees. Management will ensure that all actions taken are for just cause.

14.2 The employee has the right to Union representation during any meeting with Management which he reasonably believes may result in disciplinary action; however, to exercise this right the employee must request Union representation. The employee may request adjournment of any such meeting for a reasonable period until such time as Union representation is available. Management agrees to inform employees in the Unit annually of their rights in the above matter.

14.3 In the event that an employee is issued a notice of proposed suspension, demotion or removal, the employee will be afforded and made aware of all his rights including right to representation. In all cases, the employee and/or the designated representative shall be given the opportunity to review all relevant material used so that a reply orally and/or in writing may be made. Except when there is reasonable cause to believe that an employee has committed a crime for which a sentence of imprisonment may be imposed, the employee shall have at least 10 calendar days to respond. Upon request, the employee and/or the designated representative will be provided a copy of all relevant material used. The employee and the chosen representative will be allowed a reasonable amount of official time to review this material and prepare a reply thereto, if appropriate.

14.4 In the event that an employee is given a letter of reprimand he will be offered a five-day period to rebut the matter to the issuing supervisor before it is placed in the Official Personnel Folder. The letter of reprimand will also state the employee's grievance rights including the right to review relevant documents, the right to representation, and the right to use a reasonable amount of official time.

Article 15
TRAINING AND UPWARD MOBILITY

15.1 GENERAL: Formal training related to the performance of official duties will be made available to members of the unit in accordance with the needs of the Laboratory, the requirements of current regulations governing training, and the availability of training funds. It shall be the policy of Management to provide training to employees in an equitable manner to assure a high level of competence. The Local agrees to provide suggestions for inclusion in the annual training plan. Suggestions for inclusion in the annual training plan will be submitted in writing to the Human Resource Officer with a copy to the Chairperson of the Laboratory Training Committee.

15.2 UPWARD MOBILITY: To the degree consistent with workload requirements and with the availability of funds, spaces, and realistic opportunities for advancement within identified needs of the Laboratory, Management will establish and support training and education programs designed to provide a maximum opportunity for all Unit members, but particularly those lower-level employees at grade levels GS-7 or equivalent and below to advance so as to perform at their highest potential. This program will be directed at assuring the full use of underutilized employees and the development of lower level employees with potential for higher-level duties.

15.3 UPWARD MOBILITY ACTIVITIES: Efforts to develop such programs will include activities such as the following:

a. The identification of career ladders and the formulation of career development plans for interested employees which will further develop and lead to advancement both within and across occupational lines.

b. Career counseling (both within and outside supervisory channels) for the purposes of (1) identifying employees with the potential and desire to advance, (2) encouraging and assisting employees in planning and achieving occupational, training, educational, and career goals as they relate to the needs of the individual, the Laboratory, and the Federal Service, and (3) informing employees of specific job and developmental opportunities available.

c. Consideration of job redesign and restructuring of jobs to higher or lower grade/qualification levels which will create opportunities for advancement within an occupation and/or permit employees to cross over to jobs for which they may be only minimally qualified, but from which, with appropriate training and experience, they could advance to higher grade levels.

d. Support of formal training and educational activities which take into consideration employee aspirations and potential and present or anticipated career opportunities and which are designed to (1) help employees qualify for related advancement and improve long-range potential, and (2) enhance and improve job performance in present and future positions.

e. Employee utilization/placement studies to insure continued proper placement and full utilization of employees to provide opportunities for employees to acquire new skills needed for advancement.

15.4 UPWARD MOBILITY SELECTION PROCEDURES: Selection for Upward Mobility opportunities will be made under the competitive merit procedures established in the Laboratory Merit Placement and Promotion Program. Upward Mobility opportunities developed by Management will be publicized so that all employees are made aware of them and given the opportunity to apply for consideration. Employees will discuss their career goals and aspirations with their supervisors. Supervisors will identify employee training and education needs with their employees and will consider these needs and the needs of the Laboratory in conjunction with the development of the Laboratory Annual Training Plan and will develop proposals designed to meet identified needs.

15.5 Employees who so desire may submit written proposals on their training needs to their supervisors. Additionally, employees may submit a copy of such proposals to the Laboratory Training Committee.

15.6 UNION RESPONSIBILITIES: The Local will encourage unit members interested in training and development opportunities to:

- a. Communicate such interest to their supervisors.
- b. Demonstrate their attitude, ability, and potential through on-the-job performance of their assigned duties.
- c. Persevere in all training, development, and educational activities undertaken so that maximum benefit to themselves and to the Laboratory is derived.
- d. When appropriate, express willingness to locate to other geographic areas when utilization of skills, knowledge, and training acquired under this program can be achieved only by such relocation.
- e. Understand that neither selection for training nor actual accomplishment of training constitutes a guarantee of promotion to higher grade at the Laboratory or elsewhere. Promotion to higher grade is necessarily contingent upon the existence of a vacant position, need for a position at a higher grade, and compliance with merit promotion procedures; i.e., being among the best qualified.

15.7 MANAGEMENT RESPONSIBILITIES: Management will:

- a. Identify the training and education needs and interests of employees and in conjunction with interested employees formulate career development plans which can be realistically achieved.
- b. Evaluate individual development plans (IDPs) and progress at least annually at the time of the annual performance rating and provide counsel and guidance as appropriate.

c. Effect appropriate coordination when an employee's career development plan entails his leaving his present organization and/or occupation.

d. Encourage employees to avail themselves of those educational/training opportunities which are related to the Laboratory's needs and those which are related to realistic advancement opportunities.

e. Endeavor to achieve full utilization of the existing skills, abilities, and interests of employees.

f. If training funds are available, Management will ensure a program consistent with paragraph 1 of this Article, and that special attention is paid to unit members at grade levels GS-7 or equivalent and below.

Article 16
BULLETIN BOARDS

16.1 Management will provide the Local an area on each official bulletin board for posting official Union bulletins or literature providing the contents do not violate any law or regulation, or contain scurrilous or libelous material. Union officials may post notices on these bulletin boards without prior approval of Laboratory Management. The Local will be fully and solely responsible for material posted in terms of accuracy and adherence to ethical standards and will be responsible for any statements made against any individual or organization, to the extent that the Local may have to substantiate the statements (or otherwise answer for their charges) through the courts or other legal proceeding. Laboratory Management reserves the right to post-audit the notices and take appropriate action, such as suspension of the privilege when it is abused.

16.2 Upon approval of this negotiated agreement, copies and supplements thereto will be posted on each official bulletin board.

Article 17
PUBLICITY

17.1 Management agrees that, upon request, supervisors shall permit a Union representative to announce such items as notices of meetings, elections, results of elections, and other appropriate matters at a mutually agreeable non-duty time.

17.2 Should the necessity arise for issuance of a joint release to the public news media, the Public Affairs Officer will be responsible for dissemination of such release after its contents have been approved by the Commander and Director and the Local President.

Article 18
GRIEVANCE PROCEDURE

18.1 GENERAL: Management and the Local recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employees and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

18.2 COVERAGE: To this end, the parties establish the following procedure to be used to consider and resolve grievances over any matter of concern or dissatisfaction regarding the interpretation, application or violation of law, regulations, or this agreement; conditions of employment; or relationships with Laboratory supervisors and Management officials other than the following:

(1) Any claimed violation relating to prohibited political activity

(2) Retirement, life insurance, or health insurance

(3) Any examination, certification, or appointment

(4) A suspension or removal for national security reasons

(5) The classification of any position which does not result in the reduction in grade or pay of an employee

(6) Any matter subject to statutory appeals procedure except as provided in 5 USC 7121(d) and (e). Employees may use either the negotiated grievance procedure, if applicable, or the statutory appeal procedure, but not both, for matters covered under the Sections of 5 USC listed below:

(i) Section 4303, removal and reduction-in-grade for unsatisfactory performance.

(ii) Section 7512, removals, suspension for more than 14 days, reduction-in-grade or pay, and furloughs for 30 days or less.

(iii) Section 2302(b), prohibited personnel practices.

An employee shall have exercised his option to raise a matter either under the applicable statutory procedures or under the regulated grievance procedure at such time as the employee files a grievance in writing in accordance with this Article.

(7) Nonselection for promotion from a group of properly ranked and certified candidates

(8) A preliminary warning of an action which, if effected, would be covered under this procedure or statutory appeals procedure

(9) An action which terminates a temporary promotion within a maximum period of two years and returns the employee to the position from which the employee was temporarily promoted.

(10) The substance of the critical elements and performance standards of an employee's position which have been established in accordance with applicable law and regulation

(11) The granting of or failure to grant an employee performance award or a quality increase or the adoption or failure to adopt an employee suggestion or invention

(12) The termination of probationary and temporary employees

18.3 REPRESENTATION: A grievance may be undertaken by Management, the Local, an employee, or a group of employees. In a grievance processed under the negotiated agreement, the employee(s) may be represented only by the Local or by himself/themselves. If the employee(s) represent himself/themselves, the Local has the right to be a party to all discussions in the grievance process. In exercising their rights to present a grievance, employees or their Union representative will be unimpeded (as long as there is no conflict with the work requirements) and free from restraint, coercion, discrimination, or reprisal.

18.4 EMPLOYEE GRIEVANCES: The following procedure is the sole procedure available to the parties and to employees in the unit for resolving grievances which fall within its coverage:

Step One: The employee or group of employees, and his (their) Union representative, if any, will present the grievance orally to the employee's(s') immediate supervisor, within fifteen (15) calendar days after the act or decision from which the grievance arose, unless the grievance results from a continuing condition, in which case it may be presented at any time. The supervisor will arrange to discuss the matter promptly, but not later than two (2) work days after presentation of the grievance, and will review the situation impartially. If the matter is within the scope of the immediate supervisor's authority, the supervisor, the employee(s), and the Local representative, if any, will try to work out a mutually satisfactory solution. If the matter is beyond the scope of the supervisor's authority, the supervisor shall contact whatever other personnel may be involved, apprise them of the grievance, and endeavor to obtain a solution that is mutually satisfactory to all parties. Every effort will be made by all parties to resolve the grievance at this point. The immediate supervisor will orally respond to the employee(s) and his (their) representative, if any, as soon as possible, but not later than four (4) workdays after the grievance has been presented. If the grievant is not satisfied with the supervisor's oral response, he may request the supervisor to put his decision in writing. Such written decision will be presented to the grievant within two (2) workdays.

Step Two: Within five workdays after receipt of a response or after seven workdays after the grievance was first presented and no answer has been provided or extension granted, the em-

ployee or representative may file a written grievance to the next level supervisor with a copy to the Office of Human Resources. Any relevant documentation should be attached. Within five workdays from receipt of the grievance a meeting will be convened by Management. The Local will be provided a copy of the grievance and be informed in advance of the meeting.

The purpose of the meeting will be to fully discuss and consider the grievance with the objective of achieving a solution acceptable to all parties. The parties may agree to more than one meeting on the matter. In the event the grievance is satisfactorily settled, the settlement will be reduced to writing and copies supplied to all parties. If settlement is not reached within five workdays from the last meeting, but not more than twenty workdays from the start of step 2, a written response will be provided.

Step 3. If a satisfactory resolution to the grievance is not reached in step two, within five work days of receipt of the written response the grievance may be presented by the grievant and/or his representative to the Commander, USACRREL. The Commander acting Commander may 1) Grant the remedy sought, 2) Determine the matter is non-grievable, untimely, etc., or 3) Seek mediation. At the request of the grievant or the Local, the Commander can be requested to render a decision using whatever fact finding he deems appropriate. If mediation is sought, a mediator will be requested from the Federal Mediation and Conciliation Service. If mutually agreeable, a mediator from a different source may be obtained. Any costs of mediation shall be equally borne by USACRREL and the Local. No commitments to expend funds will be made without the approval of the Local. The parties will meet with the mediator at the earliest possible date and attempt to resolve the grievance through voluntary methods. Within five days of the conclusion of mediation, the Commander will issue a letter of decision. If dissatisfied, within five workdays of receipt of the Commander's letter, the Local may request arbitration by completing Section 3 of the Negotiated Grievance form or otherwise providing a written request for arbitration.

A request for arbitration shall be valid only if signed by the Local President or Acting President or by the Commander or his designated representative.

18.5 TIME LIMITS: The time limits established in Article 18.4 may be extended by the mutual agreement of the parties.

18.6 MANAGEMENT AND UNION GRIEVANCES

a. The following procedures will be observed to consider and resolve formal Management and Union grievances:

Step One: The grieving party shall submit its grievance in writing (on the Negotiated Grievance Form of Appendix A, if desired) to the other party within five (5) calendar days of the event giving rise to the grievance. The written grievance will specify the nature of the dissatisfaction and the corrective action desired. The responding party will cause the grievance to be investigated and will engage in discussion with the grieving party as appropriate. Within five (5) days following the acceptance of the grievance, the responding party shall render a decision in

writing to the grieving party. If the decision results in a satisfactory resolution of the grievance and the resolution is consistent with the provisions of the agreement, the case will be closed.

Step Two: If a satisfactory decision is not reached in Step One, the grieving party will so inform the other party. Within five (5) days of being so informed, the responding party will thereupon convene an ad hoc committee to develop recommendations for the resolution of the grievance. The committee shall be composed of three Laboratory employees, at least one of whom, but not more than one, shall be from Laboratory Management, and at least one of whom, but not more than one, shall be from Local 1472, NFFE. The Chairperson of the Committee shall be designated by the responding party. The Committee shall conduct such investigations and may hold such hearings as are necessary to develop information on which to base its recommendations. The Committee shall present its recommendations in writing to the responding party within five (5) workdays after its appointment. The responding party shall render its decision within five (5) workdays after receipt of the Committee's recommendations. If the decision results in a satisfactory resolution of the grievance and the resolution is consistent with the provisions of this agreement, the case will be closed.

b. If the decision of the responding party is not satisfactory to the grieving party, the grieving party may submit the matter to binding arbitration.

18.7 AUTHORIZATION OF OFFICIAL TIME

a. Employees, if otherwise in an active duty status, may use reasonable amounts of time without charge to leave or loss of pay, for such purposes as securing advice on rights and privileges under governing regulations, and for obtaining such other information or assistance pertaining to their grievances. This will include reasonable amounts of time to prepare the grievance.

b. Union representatives of Laboratory employees who file a grievance may, if they themselves are Laboratory employees and if otherwise in a duty status, use reasonable amounts of official time without charge to leave or loss of pay for the purpose of preparing and participating in the personal presentation of a grievance under this procedure.

18.8 SECURITY CLEARANCES: If classified defense information is a factor in the grievance case, both the employee(s) and his (their) representative will be required to have an appropriate security clearance. In such cases, to permit an informed selection of a representative, the employee(s) will be provided by the Security Manager with a listing of personnel with appropriate security clearances. If the representative cannot obtain an appropriate clearance, the employee(s) must seek a representative who has or can be granted an appropriate clearance, forego representation, or permit the case to proceed without an opportunity to challenge or otherwise comment on the classified defense information involved.

Article 19

ARBITRATION

19.1 **RIGHT TO ARBITRATION:** If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Local or Management may refer the issue to arbitration. Approval of the employee(s) affected by or involved in the grievance is not required before arbitration is involved.

19.2 **SELECTING THE ARBITRATOR:** Within five (5) workdays from the date of receipt of a valid arbitration notice, the parties shall attempt to select an arbitrator. Each party will submit one or more names of individuals they consider acceptable as an arbitrator. The parties will meet to consider the names submitted. Any individual acceptable to both parties may be selected as an arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the negotiated agreement. The parties shall meet within three (3) workdays after the receipt of such list to select an arbitrator. Each party may strike two (2) names from the list and the one (1) remaining will be designated as the arbitrator who will handle the case. Deletion of names from the list will be accomplished by each party alternately striking a name from the list, the party to strike first being determined by the flip of a coin. Alternately, the parties may select an arbitrator by mutual agreement.

19.3 **FEES AND EXPENSES:** All expenses of arbitration including fees, per diem, facility charges, transcription, shall be borne by the party that does not prevail in the matter provided that the finding fully accepts or rejects the grievance as stated. The arbitrator will state whether the grievance was fully accepted or rejected. In all cases of findings less than full acceptance or rejection, the expenses shall be equally borne by the parties. The arbitrator may not be reimbursed for travel expenses in excess of those authorized by the Joint Travel Regulations. Laboratory facilities will normally be used for all arbitration proceedings.

19.4 **PROCEDURES:** Management and Union will propose suggested procedures to be presented to the arbitrator.

19.5 **AUTHORIZATION OF OFFICIAL TIME:** The arbitration hearing or inquiry shall be held on Laboratory premises during the regular day shift work hours of the basic work week. The grievant's Union representative, the aggrieved employee, and employee witnesses who are otherwise on duty shall be excused from duty as necessary to participate in and prepare for the arbitration proceedings without loss of pay, annual leave, or any other benefit to the extent permitted by civil service rules and regulations. If possible and if they so request, employees participating on shifts other than the regular day shift will be temporarily placed on the regular day shift for the day(s) of the hearing/inquiry in which they are involved.

19.6 TIME LIMIT: The arbitrator will be told that in order to fulfill the delegation to arbitrate, he/she must render a decision and remedy to Management and the Local as quickly as possible, but in any event no later than thirty (30) days after the start of arbitration proceedings.

19.7 ARBITRATOR'S DECISION AND EXCEPTIONS THERETO

a. The arbitrator has full authority to interpret regulations, law, or the contract as he sees fit and so render a decision on the arbitration hearing.

b. The arbitrator's decision shall be final and binding and the remedy shall be effected in its entirety. However, either party may seek judicial review of the arbitrator's decision on matters covered under Section 4303 and 7512 of Title 5 U.S. Code which could have been appealed to the Merit Systems Protection Board within thirty (30) days of the issuance of the decision. Such review will be sought in Court of the United States Court of Appeals for the Federal Circuit in accordance with the provisions of Section 7703 of Title 5, United States Code.

c. Either party may file an exception with the Federal Labor Relations Authority to the arbitrator's award in any matter other than those described in (a) above. Such exception must be filed within thirty (30) days of the issuance of the decision in accordance with Authority procedures. If no exception is filed, the arbitrator's decision and remedy shall be effected after thirty (30) days. The grievant may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

Article 20
DISPUTES OVER GRIEVABILITY OR ARBITRABILITY

Disputes as to whether a matter is grievable or arbitrable under the provisions of this grievance procedure will be resolved to the extent possible by the parties themselves on the basis of staff guidance solicited from the Office of the Chief of Engineers; the National Office, NFFE; and the U.S. Office of Personnel Management. Disputes which the parties are unable to resolve themselves will be referred to arbitration.

Article 21
ALLEGATIONS OF UNFAIR LABOR PRACTICES

In order to maximize settlement prospects and to avoid costly litigation wherever possible, Management and the Local agree that either party, before filing an unfair labor practice charge with the Federal Labor Relations Authority (except in cases involving apparent violations of 5 U.S.C. 7116 (b)(7)) will provide the other party with a copy of the proposed charge and meet, on request, to discuss the matter and explore its resolution. If the matter is not resolved within five (5) workdays to the satisfaction of both parties, the alleging party may proceed to file the unfair labor practice charge.

Article 22
APPEALS

Employee request for review of any formal action which may result in removal, suspension for more than fourteen (14) days, furlough for thirty (30) days or less, or reduction in grade or pay, are identified as appeals. As appeals, such requests for review will be processed in accordance with DA and/or USOPM regulations applicable to the action being appealed. At the employee's request, the Local will be notified of such an action. An employee may elect representation by the Local, by an associate or fellow employee, or by one in or out of the Federal Service, as he chooses.

Article 23
MERIT SYSTEM: PROMOTION AND DETAIL

23.1 GENERAL: All personnel actions involving career progression shall be consistent with the spirit and intent of the merit system and applicable laws and government wide regulations. Management agrees to conduct training sessions during the life of this agreement for all employees to enhance their understanding of the merit system and to promote fair, equitable, and consistent practices in carrying out the merit promotion procedures. Actions under merit promotion procedures shall be taken without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age, and shall not be based on any criteria that are not job-related, including favoritism based on personal relationship or patronage.

23.2 COVERAGE: Promotions will be accomplished in accordance with the USACRREL Merit Promotion Plan. Exceptions and additions to that Plan, as applicable to unit members, are stated in this article.

23.3 VACANCIES: Each vacancy in the bargaining unit which is to be filled under competitive merit promotion procedures will be publicized to insure that all interested employees have equal opportunity to apply for consideration. The Local shall be furnished with a copy of each vacancy announcement concurrently with its posting.

23.4 PROMOTION PANELS: Promotion panels will be established to evaluate, compare, and determine the best qualified for promotion to unit positions when there are more than 10 applicants meeting qualifications including acceptable levels on all KSA's. If a promotion panel is established, the Local may nominate technically qualified subject specialists for selection as official members of a panel. Each panel will include one Union-nominated member.

23.5 SELECTION: The selecting official is entitled to make his selection from any of the candidates on the Referral and Selection Register based on his judgment of how well the candidates will perform the job being filled, and, when relevant, their potential for future advancement.

23.6 REPROMOTIONS: Repromotions are an exception to Merit Promotion. Members who are demoted without personal cause through reduction-in-force or through reclassification are accorded repromotion rights (AR 690-335, Subchapter 1.c.(6)).

23.7 COMPLAINTS: Employee questions or complaints about a specific promotion may be handled on either a formal or informal basis. Formal complaints will be processed under applicable procedures. The only matters which may not be the basis for formal complaint are (a) failure to be selected for promotion when proper promotion procedures are used, and (b) an action dictated to be taken under promotions of statute or instructions of the USOPM or other higher authority.

23.8 DETAILS:

a. A detail is defined as the temporary assignment of an employee to a different position for a specified period, with the employee returning to his regular duties at the end of the detail. For example, details may be used for such purposes as abnormal workloads, changes in mission or organization, or unanticipated absences. They may also be made pending official assignment to a position (e.g., to try out potential candidates for a position), pending description and classification of a new position, pending security clearance and for training purposes.

b. Details in excess of thirty(30) days will be made a matter of official record and will be reported on Standard Form 50 for inclusion as a permanent record in the Official Personnel Folder. A copy of the Standard Form 50 will be provided to the employee.

c. For details in excess of thirty (30) days but less than 120 days, supervisors will provide, at the employee's request, a memo summarizing the duties during the detail and the employee's level of performance. A copy of the memo will be provided to the employee and the employee's permanent supervisor.

d. When official temporary assignment to perform the duties of a higher graded position exceeds 60 days, the individual will receive a temporary promotion if qualified.

23.9 AVAILABILITY OF INFORMATION: The following information about specific promotion actions shall be available to an employee upon request:

a. Upon request, employees shall be provided counseling as to what area(s), if any, the employee should improve to increase chances of future promotion.

b. Employees or employee representatives shall be permitted to review sanitized documents used in evaluating all candidates for promotion purposes. If the employee files a grievance, he will be furnished copies of these documents upon request.

Article 24
VOLUNTARY WITHHOLDING OF UNION DUES

24.1 Management and the Local agree to voluntary withholding of Union dues in accordance with the provisions of applicable regulations.

24.2 The Local shall furnish the Office of Human Resources with a certification of the amount of dues and the names and addresses of the Local officials authorized to certify section A of Standard Form 1187 on behalf of the Local. The Local shall be responsible for giving Management prompt written notification of any changes in the names or addresses of these officials.

24.3 Union dues (the regular, periodic amount required to maintain an employee in good standing in the Local but not including initiation fees, special assessments, back dues, fines or similar items) shall be deducted by the Central Payroll Office from an employee's pay each pay period when the following conditions have been met:

- a. The employee is a member in good standing in the Local.
- b. The employee has voluntarily authorized such a deduction on Standard Form 1187 (allotment form).
- c. The employee's earnings are sufficient, after all other legal deductions, to cover the full amount of the allotment.
- d. Section A of the allotment form has been completed and signed by the authorized Union Official and the form has been received by the Central Payroll Office. Standard Form 1187 will be submitted by the employee to the Office of Human Resources. The Office of Human Resources will transmit the Standard Form 1187 to the Central Payroll Office within 24 hours after receipt.

24.4 The Local shall be responsible for purchasing the allotment form, distributing it to its members, certifying the amount of dues, and keeping members informed concerning the program for payroll deduction of Union dues, its voluntary nature, use and availability of the required form, and the procedure for revocation of allotments. The Local will provide the Office of Human Resources with a supply of allotment forms. If an employee wishes to request a form for dues deduction from the Office of Human Resources, he will be given a dues deduction form.

24.5 Allotment forms may be submitted at any time, and deduction of Union dues shall begin the first pay period which occurs after receipt of the allotment form by the Central Payroll Office.

24.6 If the amount of regular dues is changed by the Local, the Office of Human Resources will be notified in writing by the Local of the rate and effective date of the amended dues structure. The amended amount will be withheld effective with the payroll for that pay period following the pay period during which the notice is received in the Central Payroll Office, unless a later date is

specified by the Local. Only one such change may be made in any period of twelve (12) consecutive months.

24.7 No fee will be charged the Local for the service of deducting dues from employee's pay. Dues deducted will be transmitted to the Treasurer, Local 1472, NFFE, Box C6, Depot St., Canaan, New Hampshire 03741-9701, by the Central Payroll Office. With each remittance the Local shall be provided a list containing the following information:

- a. The names of employees for whom deductions were made and the amount of each deduction.
- b. Total amount of each remittance.

24.8 An employee's voluntary allotment for payment of his Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the Local or suspension or termination of this agreement.
- b. Separation (including death, transfer, retirement, resignation) of the employee.
- c. Upon receipt of notice from the Local that the employee has been suspended, expelled, or ceases to be a member in good standing.
- d. The employee is no longer a member in an exclusive unit of Local 1472.
- e. Termination or suspension of this article by an authority outside DOD.

24.9 An employee's voluntary allotment for payment of his Union dues may not be revoked for a period of one year. If an employee wishes to revoke his allotment during the first year of the allotment, he should submit a Standard Form 1188 (or his own written request and two copies as a substitute for this form) to the Office of Human Resources. Upon receipt of the revocation form, or the employee's own written request, the Central Payroll Office will discontinue the withholding of dues from the employee's pay effective the first full period beginning on or after the one-year anniversary date of the employee's signature on Standard Form 1187 (Authorization for Dues Withholding).

24.10 After the first year, an employee may revoke his allotment by following the aforementioned procedure. Upon receipt of the revocation form, or the employee's own written request, the Central Payroll Office will discontinue the withholding of dues from the employee's pay effective the first full pay period beginning on or after 1 March. The Office of Human Resources will notify the Local when a Standard Form 1188 or revocation letter is received and will provide the Local with a copy of all revocation letters received.

24.11 The Local agrees to notify the Office of Human Resources in writing within five (5) working days when an employee with a current allotment authorization is expelled, suspended, or ceases to be a member in good standing so that his dues allotment may be terminated.

Article 25
REDUCTION IN FORCE

25.1 Management will attempt to address the loss of civilian spaces without conducting a reduction in force.

25.2 Management agrees to notify the Local in writing as soon as it is determined that a reduction in force (RIF) will occur. The Local will be provided the opportunity to engage in impact and implementation bargaining on the conduct of the RIF and will have access to all pertinent documents to the extent not prohibited by law needed to properly advise its unit members and, if necessary, to conduct appropriate negotiations. Management will give full consideration to accomplishing such reductions through reassignment and attrition in order to minimize the extent to which reduction-in-force actions are required. Subject to the provisions of FPM 410, every effort will be made to train or retrain personnel affected by the Reduction-in-Force to assist them in qualifying for other assignments in the Laboratory or elsewhere in the Department of Defense of other Government agencies or in private industry. Hiring of new personnel in jobs for which personnel adversely affected by the Reduction-in-Force are qualified or can be qualified by retraining within a reasonable period of time will be stopped until full consideration is given to the reassignment of such personnel to such jobs. Any reduction in force will be carried out in compliance with applicable laws, regulations and this agreement.

25.3 Impact and implementation bargaining will continue as required during the course of the reduction-in-force. Management will inform the Local in advance of proposed actions to allow the opportunity to request impact and implementation bargaining.

Article 26
COMMITTEES

Management recognizes the desirability of Union representation on Laboratory committees as a means of furthering employee participation in the formulation and implementation of personnel policies and practices affecting the conditions of their employment. Management therefore agrees to give full consideration to providing the Local voting membership on any official Laboratory committee which will, in the course of its activity, consider matters affecting personnel policy, practice, or matters affecting working conditions of members of the bargaining unit. When such membership is provided, the Local will be provided the opportunity to nominate candidates for consideration for selection by Management for appointment to the committee.

Article 27
TOURS OF DUTY AND HOURS OF WORK

27.1 Management shall schedule an employee's regularly scheduled tour of duty so that it corresponds with actual work requirements. When Management knows in advance of an administrative workweek that the specific days and/or hours of a day actually required of an employee in that administrative workweek will differ from those required in the current administrative workweek, he shall reschedule the employee's regularly scheduled administrative workweek to correspond with those specific days and hours. The second level or higher supervisor will approve changes to an employee's tour of duty if the notice is less than one (1) week prior to the next administrative work week.

27.2 General Schedule employees who work in excess of eight hours in a day (except for employees for whom the first forty (40) hours of work is the basic workweek) or in excess of forty (40) hours in a week, when the excess hours are officially ordered or approved, are entitled to be paid at the appropriate overtime rate. However, consistent with the provisions of the Fair Labor Standards Act and regulations in implementation thereof, a General Schedule employee may elect to take compensatory time off in lieu of overtime pay, and a General Schedule employee whose rate of basic compensation is in excess of the maximum scheduled rate of pay of grade GS-10 may be required to take compensatory time off in lieu of overtime pay.

27.3 Wage Grade employees who perform officially ordered or approved overtime either in excess of eight (8) hours per day or forty (40) hours per week will be paid overtime at the appropriate rate unless the use of compensatory time is specifically authorized by regulation and is requested by the employee.

27.4 Absence from duty on paid leave will be included in the eight (8) hours per day worked or forty (40) hours per week worked and will not reduce the amount of overtime pay to which an employee is entitled under Title 5 of the United States Code for work performed in excess of eight (8) hours per day or forty (40) hours per week.

27.5 Each time an employee is called back to work, any unscheduled overtime work he performs will be considered to be at least two hours in duration for overtime pay purposes.

Article 28
HAZARDOUS WEATHER DISMISSAL

28.1 Management and the Local recognize that hazardous weather conditions, e.g., severe snow or storm or icing conditions, can lead to traffic conditions unusually dangerous to safety and/or health of Laboratory employees. When such conditions arise, a determination will be made as to whether early dismissal of Laboratory employees is essential to reducing the probability of extremely serious and hazardous driving conditions. Such determination will be made by Management and will be based on information and advice sought from the state highway department and the local police departments.

28.2 A determination to authorize early dismissal will be communicated to unit members through their supervisors.

28.3 Early dismissal will be made without charge to leave or loss of pay to all employees except those who are determined to be mission-essential. Employees already on leave at the time early dismissal is authorized will be excused only for that portion of the dismissal period which does not fall within the approved leave period.

28.4 Employees may request from their immediate supervisor on an individual basis excused absence of less than one hour because of hazardous weather conditions. Consideration will be given by the immediate supervisor to employees' input and criteria established by Management when acting upon such a request.

28.5 Management agrees that whenever it becomes necessary not to open all or part of the Laboratory because of inclement weather or any other emergency situation and to grant excused absence to those who are excused because of the emergency, reasonable efforts will be made to inform all employees by private or public media. If emergency conditions described above exist and prevent an employee from getting to work and the Laboratory is not closed, the employee may be granted excused absence of up to two hours for tardiness if he provides his supervisor with a reasonably acceptable explanation that he made an effort to reach work on time and that the emergency condition prevented him from doing so. Requests for excused absence for tardiness of more than two hours may be submitted via the supervisor to the management official authorized to excuse such tardiness.

28.6 When the Laboratory is closed during the day shift and employees are dismissed, employees on the night shift will be so notified and instructed as to whether and when to report for duty.

28.7 For employees working on an Alternative Work Schedule, the specific amount of excused absence to be granted will be based upon the employee's normal pattern of arrival. The "usual arrival time" will be determined by the appropriate one of the following methods:

a. Constant Pattern of Arrival. The majority of employees tend to arrive within 5 to 10 minutes of the same time each day, once a pattern has been established. Therefore, the constant

arrival time or pattern which has been established should be used as a reference point. For example, if an employee has maintained a virtually constant pattern of arrival at 7:30 a.m., this will become the reference point for that employee.

b. **Predominant Pattern of Arrival.** If an employee maintains a schedule in which one particular arrival time dominates (e.g., the employee arrives at 7:30 a.m. on 4 out of 5 days), this arrival time should be used in determining the amount of excused absence to be granted.

c. **Variable Pattern of Arrival.** Where there is such variation in an employee's arrival time that there is no discernible pattern, the mathematical average of the employee's arrival time for the previous 2-week period should be computed and this average arrival time used as a reference point for determining excused absence.

Article 29
REPRODUCTION OF THE NEGOTIATED AGREEMENT

Management will distribute one copy of this agreement to each member of the unit. Management will also provide each new employee included in the unit with a copy of this agreement.

Article 30
USE OF FACILITIES AND SERVICES

30.1 Management will, upon receipt of reasonable advance request, approve the use of appropriate Laboratory space for the conduct of Union Business meetings during nonwork hours.

30.2 The Local is authorized use of Room 69, which includes a telephone and assigned telephone number for the conduct of union business. Modifications and renovations to Room 69 are the responsibility of the Local and require the prior approval of the Human Resource Officer (or designee).

30.3 Management approves the use of the Laboratory telephone service by the Local on telephone calls in the conduct of activities which are authorized to be conducted during official duty time. Usage shall be under the guidelines and controls governing telephones in the Laboratory.

30.4 A MacIntosh computer and printer, office furniture and file cabinets, which are in reasonable condition and may be obtained through the excessed equipment list, will be provided for the conduct of required or mutually beneficial activities during duty or non duty hours. Management approves the reasonable use of designated Laboratory typewriters and/or computers during non-work hours for internal union business or required or mutually beneficial activities. Photocopier use for required or mutually beneficial activities is permitted but copies shall be limited to the number of Local members plus two.

30.5 Management approves the use of the internal mail system under normal regulations and requirements to Local members. Such use is also approved for distribution to unit members with concurrence of the Human Resource Officer or his designee. This includes one union survey per year of unit members' views on employment issues within the Laboratory. The weekly bulletin and the public address system may be used occasionally to make an announcement of the date, time and place of Local activities, with concurrence of the Human Resouce Officer or designee.

Article 31
ENVIRONMENTAL AND HAZARD PAY DIFFERENTIALS

31.1 General: Management and the Local agree that while it is recognized that a degree of risk is inherent in most jobs, it is the objective of the Laboratory to eliminate or reduce to the lowest level possible all hazards, physical hardships and working conditions of an unusually severe nature. When the situation or hazard exists and has not been practically eliminated or reduced to a negligible level by safety precautions and meets the requirements of FPM Supplement 531-1, Subchapter S-8-7 (Environmental Differential - Wage Grade Employees), or FPM Supplement 38 990-2, 550, Subchapter S9 (Hazard Pay-General Schedule), a differential will be paid to unit members.

31.2 Determination of coverage: Management or the Local will take the initiative and, in consultation with each other, determine work situations that are covered by one or more of the categories defined in the applicable regulations. Copies of all requests received by the HRO for a determination shall be provided to the Local. Management will provide the Local with copies of statements of all Laboratory work situations covered by one or more of the listed categories.

31.3 Establishment of New Categories: Management or the Local may take the initiative in identifying situations not covered by a prescribed category which appear to warrant coverage and to take necessary action with the Office of Personnel Management to seek such coverage. The Local will consult with Management regarding Laboratory work which it believes warrants payment of environmental or hazard pay differentials. Management and the Local agree to meet and attempt to agree upon a joint request to OPM to establish new coverage. If the parties cannot agree upon a joint request, either or both may send individual requests to the OPM through the appropriate channel.

31.4 Exclusions: When Management determines that a Laboratory work situation which is presently receiving differential pay is such that it should be excluded from coverage, it will notify the Local to include the title and location of positions and justification for exclusions from coverage. Within ten days from the receipt of the notification, the parties will meet for the purpose of consulting on the proposed exclusion.

31.5 Union Initiatives: The Local may notify Management by memo to the Human Resources Office, at any time, of its opinion that a Laboratory situation warrants environmental or hazard pay differential. The Local will present the title(s) and location(s) of the position(s) and the specific category of hazardous duty or environmental differential that is met along with any supporting information necessary to render a decision. Management will meet and confer with the Local regarding their findings within fifteen days of receipt of the Local's position.

31.6 Resolution of Questions: When there is a question as to whether payment is warranted for what appears to be a job-related hazard or environmental condition, a request may be made for an Industrial Hygiene Survey and/or for a determination by the Laboratory Safety officer and Army medical authority as to whether the hazards or environmental conditions are, or can be controlled to the extent that personal hazard to the individual employee is practically eliminated for

Environmental Differential or reduced to a negligible level for Hazard pay. Management agrees to include all evidence presented by the Local when it so submits a case to an outside party. If the Local is not satisfied with the pay determination it may grieve the matter under Article 18 of this agreement.

31.7 Information: Categories for which payments of environmental differential or hazardous duty pay is authorized by the FPM will be posted on Laboratory bulletin boards. In addition, specific Laboratory work situations meeting the criteria of specific categories will be posted. Management agrees to circulate annually the appendices describing the categories to supervisors and time and attendance clerks. Management further agrees to publicize and conduct one general information meeting for all employees on rights and benefits under environmental and hazardous duty differential and all unit employees shall be afforded the opportunity to attend.

31.8 Assignments for which environmental differential is authorized will be distributed equitably among qualified employees in accordance with workload requirements and the skills of employees available.

Article 32

VISITS BY NON-EMPLOYEE REPRESENTATIVES OF THE LOCAL

Management agrees that National Officers and other duly designated representatives of the Local who are not active employees of the Laboratory may be admitted to the Laboratory subject to Laboratory safety and security regulations and workload considerations. The Local will notify the Office of Human Resources prior to the visit. Union internal management matters will not be discussed with members of the unit while they are in a duty status.

Article 33
PERFORMANCE APPRAISAL

33.1 Performance appraisal will be accomplished under the procedures established under the Total Army Performance Evaluation System (TAPES).

33.2 TAPES will be applied at CRREL in a manner that promotes improved communication between the supervisor and employee and which permits full involvement of employees in establishing objectives and providing information on accomplishments. The focus of TAPES will be on improving performance, enhancing relationships and providing the opportunity to excel and grow by linking individual and organizational goals. Employees will be given a chance to demonstrate fully successful performance. If an employee feels an objective is unreasonable or unfair, he may request a review by the senior rater within 10 workdays after the objectives and standards are received. The employee may provide information from a technical expert or other subject matter specialist to the attention of the senior rater.

33.3 Management and the Local both recognize the importance of timely performance appraisals. Management will publicize an annual Table of Ending of Evaluations periods including final due date per organizational units. No employee will have a rating period of less than 120 days nor more than 16 months. To assist supervisors in providing timely performance appraisal, employees are encouraged to submit information on their accomplishments before the end of that rating period. Management will continue monthly reports of overdue appraisals to the Commander and the Director. The Local will receive a monthly report of overdue appraisals of unit members to allow it to assist in assuring timely appraisals.

33.4 Management agrees that a meaningful and accurate appraisal requires information from customers, principle investigators, and/or other personnel familiar with or associated with employees responsibilities. Supervisors will obtain such information from a reasonable sample of project leaders and/or customers for whom work has been performed, personnel familiar with or associated with employee's responsibilities and other appropriate sources. Performance ratings ultimately, however, are the responsibility of the rater and senior rater.

33.5 Management will bring instances of inadequate performance to the employee's attention on a timely basis so that appropriate corrective action can be initiated by the employee.

33.6 Management will grant a within-grade increase when due if the employee's most recent performance rating of record is fully successful or better and the employee is meeting current performance requirements.

Article 34
EMPLOYEE FEEDBACK TO SUPERVISORS

34.1 The parties agree that open communication between supervisors and employees encourages a mutually beneficial relationship. Communication should be a two-way street with both individuals sharing views, facts and perceptions and both individuals listening to the other.

34.2 Employees are encouraged to provide their supervisor with their views as to the supervisor's managerial approach concerning such matters as the clarity of instructions, coaching, articulation of goals, leadership, demonstration of appreciation for work done, the developmental needs of the employee and related issues. This feedback should be confidential, constructive in nature and as specific and timely as possible, and address both helpful as well as unhelpful managerial styles.

34.3 Supervisors will provide employees the opportunity to provide this feedback in a manner appropriate to the specific work situation in their unit.

34.4 No employee will be required to provide feedback to their supervisor. Although this practice is encouraged, it shall be optional at the employee's discretion.

Article 35
POSITION CLASSIFICATION

35.1 Management and the Local agree there is to be equal pay for equal work and pay distinctions in keeping with distinctions in work and performance.

35.2 Management and the Local recognize that a job description is intended to describe major duties of a position and the knowledge, skills, and abilities required to perform that set of duties. A job description is not intended to identify every task an employee is assigned to perform. Employees will be assigned to perform other duties not defined in their job description, in order to further the effectiveness and the efficiency of the Laboratory. A statement will be added to bargaining unit positions developed in the future which says: "This job description defines the major duties of the position. The incumbent will perform other duties as assigned which are not defined above, in order to further the effectiveness and the efficiency of the Laboratory."

35.3 When an employee is designated on a recurring basis to perform the duties of another position, this fact will be reflected in the employee's job description if the duties so performed constitute a major duty not already encompassed in the employee's job description.

35.4 If an employee is dissatisfied with the classification of his job, he may file a classification complaint or appeal in accordance with published DA procedure.

Article 36
CONTRACTING OUT OF WORK
UNDER THE COMMERCIAL ACTIVITIES PROGRAM

The parties agree that the provisions of this Article are provided for the information of all supervisors and bargaining unit members. Laws and regulations concerning contracting-out change frequently. The parties agree to be bound by those changes in law and government-wide regulations.

36.1 The Employer agrees that the Local will be given timely notification of a decision to study the feasibility of contracting-out of work performed by bargaining unit employees. When prices are solicited for a cost comparison study, Management agrees to provide the Local, upon receipt at USACRREL, (i) a copy of the invitation for bid and (ii) the abstract of bids.

36.2 The Employer agrees to make every reasonable effort to assure that the in-house cost estimate reflects the most efficient and cost-effective operation practicable. If a decision is made to contract out, the Local may file an appeal regarding the cost estimate as allowed by appropriate regulations.

36.3 Bargaining Unit members displaced as a result of a conversion to contract performance will be given the right of first refusal for positions on the contract for which they are qualified. Unit members separated as a result of conversion to contract will be eligible for severance pay in accordance with appropriate regulations. Employees who are eligible for an immediate annuity under the retirement system are not eligible for severance pay.

36.4 Issues of concern or dissatisfaction over the application of government-wide rules and regulations regarding contracting out will be resolved through established appeal methods of those rules and regulations and not through the grievance procedures of this agreement.

Article 37
ACCESS TO OFFICIAL PERSONNEL FILE

Employees have the right to review the contents of their official Personnel File.

Article 38
EFFECTIVE DATE, TERM, AND AMENDMENT PROCEDURE

38.1 **EFFECTIVE DATE AND TERM:** The effective date of this agreement shall be the date of the signature by the Department of Defense. It shall remain in effect for three (3) years from the date of its approval. On the expiration of this agreement, and every three (3) years thereafter, it may be extended for a three-year period by the expressed mutual consent of both parties. Mutual consent to extension of this agreement shall be established in writing during the period of 60 to 120 days prior to the expiration date of the agreement. Notice of consent will be acknowledged by the other party within five (5) workdays of receipt. If either party does not consent to extension of the agreement, the agreement will terminate on its expiration date and the parties shall commence negotiations on a new agreement not later than thirty (30) days prior to the expiration date. If by the expiration date of the existing agreement, an agreement has not been achieved, the provision of this agreement shall be extended for a period not to exceed sixty (60) days upon the request of either party. It may be further extended in increments not to exceed thirty (30) days by mutual agreement of the parties.

38.2 **AMENDMENT AND SUPPLEMENT:** It is agreed that this negotiated agreement shall be subject to opening to amendment or supplement only as follows:

a. Amendment may be required because of mandatory changes made in applicable laws, regulations, or Executive Orders after the effective date of this agreement. In such an event, Management and the Local agree to meet within thirty (30) calendar days of receipt of official copies of such changes for the purpose of negotiating such language as will meet the requirements of such regulations or Executive Orders.

b. In conditions other than established in 'a' above, amendments and supplements to this agreement may be initiated by either party no earlier than three months following the final approval of this agreement or the last previous supplement. Specific proposals will be furnished in writing to the other party and both parties shall meet to discuss the proposal(s) within thirty (30) calendar days of receipt or on a mutually-agreed upon date.

c. Amendments and supplements shall be effective on the date of approval by the Department of Defense.

d. At any such time as Management proposes to change an existing or to establish a new personnel policy or practice or matter affecting working conditions, it will provide the Local the opportunity to negotiate. The Local will inform Management of its desire to negotiate or not to negotiate within seven (7) calendar days of receipt of Management's announcement of its proposed action. If the Local desires to negotiate, the parties will meet within thirty (30) days for the purpose of conducting negotiations on Management's proposal.

Article 39
OBSERVANCE OF PROVISIONS OF TITLE VII
OF PUBLIC LAW 95-454

The requirements of Title VII of Public Law 95-454 shall apply to all supplemental, implementing, subsidiary, or informal agreements between the U.S. Army Cold Regions Research and Engineering Laboratory and Local 1472, NFFE.

Appendix to Article 1.5

Pre-Negotiation Agreement
between
U. S. Army Corps of Engineers, Cold Regions Research and
Engineering Laboratory
and
National Federation of Federal Employees, Local 1472

CRREL Management and Local 1472, NFFE, agree that the following conditions will be observed in the negotiations to amend the negotiated agreement approved on 5 February 1991:

1. Chairpersonship of Meetings:

The Chairperson of the Management Negotiation Team will chair the first negotiation meeting and chairpersonship will be alternated between the chairperson of the two teams on subsequent sessions.

2. Time, Frequency and Place of Meetings:

a. The parties will exchange articles and/or amendments to existing articles within 21 days of the signing of this pre-negotiation agreement. Unless mutually agreed upon, no new proposals will be submitted during the present round of contract negotiations.

b. The parties will meet within seven days of the exchanging of articles/amendments, to discuss and explain proposals.

c. The parties will begin formal negotiations on the first Tuesday that is at least 14 days after the exchange of proposals and will generally meet every Tuesday until an amended agreement is achieved. Modification to this schedule may be mutually agreed upon.

d. Negotiation meetings will begin at 0930 hours and will break at 1130 hours and will reconvene at 1300 hours to 1500 hours with the exception that negotiation meetings may be continued beyond 1500 hours when this is mutually agreeable to the parties.

e. Negotiation meetings will be conducted in the Nungesser Conference Room or the EED Conference Room. In the event that these rooms are unavailable on any given day, management will be responsible for securing a suitable alternative.

3. Use of Official Time:

Members of the Union Negotiation Team who would otherwise be in a duty status will be authorized use of official time as prescribed in Article 1-5a of the existing contract. In addition, the union chairperson is allowed eight hours official time and the other two members six hours

between them per week, from the signing of this prenegotiation agreement to the start of formal negotiations for preparation/consultation. Thereafter, the union team is authorized four hours total for each week a negotiation session is held for preparation/consultation.

4. Composition of Negotiation Teams:

a. Each team may be comprised of three members. The names of members will be provided within seven days of the signing of this pre-negotiation agreement.

b. A quorum of at least two of the three members of each team must be present in order for meetings to be held. If the required quorum is not present, the session will be deferred until the next scheduled date. If work commitments, illness or approved leave prevent the attendance of either team chairperson, negotiations can be postponed at that team's election.

c. There will be only one spokesperson for each team. Subject to the common sense provision that only one person may speak at a time, either spokesperson may speak at his/her own discretion. Other members of the team may speak only when recognized by their spokesperson.

d. Subcommittees of persons not on the teams may be appointed as determined by the parties to ascertain the factors of a particular issue and report them at a meeting. Subcommittee members who are employees of CRREL will be excused from their official duties for the meetings.

e. In addition to the three members, the management team may have a recorder present at each session.

5. Order of Business:

a. The first proposal to be considered in negotiation will be determined by the flip of a coin. Management and Union proposals will thereafter be considered in alternating order.

b. Formal negotiations will start with a review of the existing contract and agreement upon articles still acceptable and editorial changes required. The Local will provide a list of articles in the present contract acceptable to it.

c. the following order of business will be observed at each session:

(1) Signature of record of previous session.

(2) Unfinished business from last session.

(3) Items on the agenda.

(4) Establish agenda for next session.

6. Caucus: The spokesperson for either team may request a caucus at any time. The time for resuming the meeting will be agreed upon. The team requesting the caucus will leave the room.

7. Recess: The spokesperson for either team may request a recess at any time. If it is agreeable to the two teams, they will recess as requested and will establish a mutually agreeable time for resuming the meeting.

8. Records: Records of the session will show the positions agreed upon by both teams and the general nature of the subject matter discussed. No attempt will be made to report the verbatim discussion. A copy of the record will be furnished to each team spokesperson before the close of business two work days after a session and will be signed by both spokespersons to acknowledge accuracy of the positions as reported.

9. Disputes Concerning Negotiability:

a. When an issue develops over the negotiability of any proposal, the parties shall attempt to develop a feasible, legal alternative to the proposal whose negotiability is questioned.

b. If efforts to find a mutually acceptable alternative to the proposal prove unsuccessful, the procedures of relevant DA, DoD and DLRA regulations and provisions of 5 USC Chapter 71 will be followed to resolve the dispute.

10. Impasses:

a. In the event a negotiation dispute persists despite diligent efforts to reach agreement on all issues, the assistance of the Federal Mediation and Conciliation Service may be requested. Mediation shall be considered the primary means of resolving negotiation impasses.

b. When a negotiation dispute remains unresolved despite the efforts of the Federal Mediation and Conciliation Service, the issues may be referred to the Federal Services Impasses Panel or to arbitration in accordance with relevant DoD and DA regulations.

11. Changes to Procedures: Changes in the foregoing procedures for sessions will be in writing and by the consent of both teams.

12. Other:

a. The procedures of the pre-negotiation agreement will apply for the duration of negotiated agreement.

b. Individuals other than negotiating team members may be authorized to attend and contribute to negotiation session, upon the mutual agreement of both parties.

c. Articles will be typed and signed as they are agreed upon. However, the option to change signed articles, when mutually agreed to, will be retained by the parties until both have signed the completed agreement.

d. Final agreement on any amendment or supplement to the basic agreement will be contingent upon the signature by both the Commander for USACRREL and the Local official authorized to approve for the Local.

e. If negotiations are not concluded before the contract expires, the current negotiated agreement will be extended in accordance with Article 37 of the existing contract.

13. The CRREL Bulletin will be used to notify members of the approval of significant articles and the signing of the contract. The submission to the Bulletin will be agreed upon by both chairpersons.

14. The spirit and intent of Executive order 12871 shall be observed during the negotiation process.

Appendix to Article 7

OFFICIAL TIME USAGE—QUARTERLY REPORT

Category I

Contract negotiations. (Include time spent with FMCS and FSIP, on FLRA negotiability dispute proceedings, and in preparation for negotiation.)

A. Basic, renegotiation, or reopener negotiations. _____ hours

B. Midterm negotiations. (Applies to all negotiations other than those covered in A above. Includes formal negotiations over a proposed change in activity policy, informal negotiations, and impact and implementation bargaining.) _____ hours

Category II

Ongoing Labor–Management relationship. (Include time spent on Labor–Management committees, consultation, OSHA walk-arounds, FLRA unfair labor practice and representation proceedings, labor relations training for Union reps, preparation of Union reports under 5 USC 7120(a), formal and informal meetings, “Weingarten”-type meetings or preparation for meetings, and any investigation or preparation time allowed by the negotiated agreement or controlling regulations.) _____ hours

Category III

Grievances and appeals. (Include time served as a witness to third-party proceedings and investigation or preparation time.)

A. Grievance and arbitration under negotiated agreement. _____ hours

B. All other grievances and appeals. (Include time spent on grievances under the DA grievance procedure, appeals to the MSPB, EEO complaints, OSHA complaints, and any other complaints and appellate processes.) _____ hours

Category IV

Travel and per diem.

A. Labor–Management relations. (Include costs related to functions reported under categories I, II, and III A.)

_____ Travel _____ Per Diem

B. All other. (Include costs related to functions reported under III B.)

_____ Travel _____ Per Diem

Appendix to Article 18

USACRREL/Local 1472 NFFE

Negotiated Grievance Form

Section 1

1. Name of aggrieved (and as relevant: position title, grade, and organization; if several, attach list).

2. This grievance involves the interpretation, application or violation of: [cite Negotiated Agreement Article(s), Agency directives etc.]

3. Nature of the grievance as it affects the Grievant(s). (Describe the occurrence or condition or the way in which the agreement or policy has been interpreted, applied, or violated which gives rise to this grievance. Include the name of the responsible individual, if known. Additional pages may be used and documentation attached as necessary.)

4. Corrective action desired:

5.

(Name, Title, Address and Phone Number)
is hereby designated as the representative in this grievance.

Signature

Date

Negotiated Grievance Form, continued

Section 2

FOR USE BY COMMANDER AND DIRECTOR OR UNION PRESIDENT

Date grievance received:

The following is my decision on the grievance described in Section 1 of this form. (Additional pages may be used as necessary.)

Signature

Date

Title

Section 3

FOR USE BY THE COMMANDER AND DIRECTOR OR UNION PRESIDENT:

The decision is not acceptable for the reasons given in the attachment. The grievance shall be submitted to arbitration in accordance with Article 19 of the agreement.

Signature

Date

Title

Approval of Negotiated Agreement

In the witness whereof the parties have executed this agreement this 25th day of May 1995.

Local Local No. 1472, National
Federation of Federal Employee

U. S. Army Cold Regions Research
and Engineering Laboratory

//s//
Signed by David Fisk
Chairman, Local
Negotiation Team

//s//
Signed by David Wilber
Chairman, Management
Negotiation Team

Executed under authority delegated by the Chief of Engineers, Department of the Army

//s//
Signed by LTC Mark C. Nelson

This agreement approved by the Department of Defense on 7 June 1995.

INSTRUCTIONS TO OFFERORS

L.1 COMPETITIVE SOURCING AND OMB CIRCULAR A-76 COMPLIANCE

L.1.1 Competitive Sourcing. This solicitation is part of a Competitive Sourcing Study conducted under the Office of Management and Budget (OMB) Circular A-76 (Revised) dated May 29, 2003, to determine whether accomplishing the specified work is the best value to the Government if performed by a private sector Service Provider under a contract or by Government performance through the Most Efficient Organization (MEO) via a Letter of Obligation.

L.1.2 Agency Tender. The Agency Tender is the agency's response to the solicitation. The Agency Tender Official (ATO) shall develop an Agency Tender that responds to the requirements of the solicitation, including section L (Instructions, Conditions, and Notices to Offerors or Respondents) and section M (Evaluation Factors for Award). In addition to the requirements of the solicitation, the Agency Tender shall include the following (a) an MEO; (b) a certified agency cost estimate developed in accordance with OMB Circular A-76, Attachment C (the agency's cost proposal) (this will include Section B, Bidding Schedule, for cost analysis purposes); (c) the MEO's Quality Control Plan; (d) the MEO's Phase-In Plan; and (e) copies of any existing, awarded MEO subcontracts (with the private sector providers' proprietary information redacted). The ATO shall provide the certified Agency Tender in a sealed package to the Contracting Officer by the solicitation closing date.

L.1.3 Agency Cost Estimate. The ATO shall develop and certify the agency cost estimate (the agency's cost proposal) in accordance with OMB Circular A-76, Attachment C, using the COMPARE costing software. The ATO shall not make changes to the agency cost estimate except as provided in paragraph, "Changes to the Agency Tender," below.

L.1.4 Changes to the Agency Tender. After the solicitation closing date, only the ATO may make changes to the Agency Tender, and such changes shall only be in response to the following (a) a solicitation amendment issued in accordance with the FAR; (b) the Contracting Officer's request for final proposal revisions to offers and tenders in accordance with FAR 15.307; (c) official changes to the standard cost factors identified in OMB Circular A-76, Attachment C; (d) version upgrades to the COMPARE costing software issued by the Department of Defense; or (e) resolution of a contest challenging a performance decision as provided by this attachment. The Contracting Officer shall retain documentation regarding any changes to the Agency Tender as part of the competition file and in a form suitable for audit.

L.1.5 Submission of the Agency Tender. The ATO shall deliver the Agency Tender to the Contracting Officer in a sealed package by the solicitation closing date. If the ATO does not anticipate submitting the Agency Tender to the Contracting Officer by the solicitation closing date, the ATO shall notify the Contracting Officer as soon as possible before the solicitation closing date. The Contracting Officer, in consultation with the Competitive Sourcing Official, shall determine if amending the solicitation closing date is in the best interest of the Government.

L.2 General Information.

L.2.1 The source selection process will be conducted utilizing source selection procedures. Offers will be evaluated using the criteria under Section M, "Factors to be Evaluated." Noncompliance with the RFP requirements will raise serious questions regarding an offeror's performance and may be grounds to eliminate the proposal from further consideration for tentative contract award.

L.2.2 The Offer. The offer as defined by FAR 2.101 includes both the written submission and oral presentation. The submission of the documentation specified below and the oral presentation to the Government Source Selection Evaluation Board (SSEB) will constitute the offeror's acceptance of the terms and conditions of the RFP, concurrence with the Performance Work Statement, and the proposed firm fixed price/time and material portion of the award. The offeror includes the private sector offeror, public reimbursable tender, and Agency Tender, unless otherwise specified.

L.2.3 These instructions prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals.

L.2.4 It is the Government's intention to award without discussions. Offerors are encouraged to present their best technical and price proposals in their initial proposal submission. If the Contracting Officer perceives that an offer or tender is materially deficient, the Contracting Officer shall ensure that the offeror, ATO, or public reimbursable tender official receives a deficiency notice. The Contracting Officer shall afford the offeror, ATO, or public reimbursable tender official a specific number of days (to be identified in the notification of deficiency) to address the material deficiency and, if necessary, to revise and recertify the tender or offer.

L.2.5 Offers shall consist of **five (5)** separate proposal volumes: Cost, Management, Technical, Past Performance **and Past Experience**. However, per OMB Circular A-76, Attachment B, the Agency Tender is not required to include a labor strike plan, licensing or other certifications, and past performance information with their proposal. **The Agency Tender is also exempt from furnishing Past Experience in their proposal.** The Agency Tender will, however, be required to submit Section B of this solicitation with their **Agency Cost Estimate**.

L.2.6 All solicitation amendments must be acknowledged in accordance with Section L, FAR 52.215-1, Instruction to Offerors-Competitive Acquisition.

L.3 ADVISORS:

L.3.1 Offerors are advised that employees of the firms identified below may serve as technical advisors to the Source Selection Evaluation Board in the source selection process. These individuals will be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. Such firms are expressly prohibited from competing on this acquisition and from rating and ranking of proposals or recommending the selection of a source.

- a. Logistics Management Institute (LMI), 2000 Corporate Ridge, McLean, VA 22101-7805,
- b. Interactive Technologies Group, Inc. (ITG), 4440 North Brady Street, Davenport, IA **52609-1690**
- c. BAE Systems Analytical Solutions, Inc., 308 Voyager Way, Huntsville, AL 35806

L.3.2 In accomplishing their duties related to the source selection process, the aforementioned firms may require access to propriety information contained in the offeror's proposals. Therefore, pursuant to FAR 9.505-4, these firms must execute an agreement with each offeror that states that they will (1) protect the offeror's information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it is furnished. To expedite the evaluation process, each offeror must contact the above companies to effect execution of such an agreement prior to submission of proposals. Each offeror shall submit copies of the agreement with their proposal.

L.3.3 Additionally, representatives from these firms have been retained to assist the U.S. Army Corps of Engineers in planning and implementing the A-76 Competitive Sourcing program for this competition. Each of these entities and their subcontractors are precluded from working with prospective service providers on their submissions for this A76 competition.

PROPOSAL PREPARATION INSTRUCTIONS

L.4 GENERAL PROPOSAL INFORMATION

Comprehensive responses to the requirements of this Request for Proposal (RFP) are necessary to enable the Government to evaluate the offeror's understanding of, capability and approaches to accomplish the stated requirements. The offeror shall provide sufficient detail to substantiate the validity of all stated assertions. General statements that the offeror understands the problem and can or will comply with the requirements of the RFP will be

considered inadequate. Clarity and completeness are essential. Data not submitted with the proposal, but submitted previously, or presumed to be known (i.e., previous projects performed for the Government) cannot be considered as part of the proposal. All solicitation amendments must be acknowledged in accordance with Section L, FAR 52.215-1, Instructions to Offerors – Competitive Acquisitions. The proposal shall be submitted in **five (5)** volumes as follows:

VOL	TITLE	HARD COPIES	DISC/ CD ROM	PAGE LIMITATION
I	COST/CONTRACT	Original + three (3)	1	No Page Limitation
II	MANAGEMENT	Original + four (4)	1	50 pages, excluding resumes
III	TECHNICAL	Original + four (4)	1	150 page limitation
IV	PAST PERFORMANCE	Original + four (4)	0	No Page Limitation
V	PAST EXPERIENCE	Original + four (4)	0	No Page Limitation

L.4.1. Proposal Format: Each volume of the proposal shall be submitted in three ring binders (Management, Technical, Past Performance, **and Past Experience** volumes can be combined in one 3-ring binder as long as they are tabbed for each evaluation factor) and organized and formatted as stated so that an extensive search of the proposal is not necessary to perform an evaluation. Each volume of the proposal shall also contain a separate “Table of Contents” that identifies all paragraphs and subparagraphs covered within that volume of the proposal by paragraph and subparagraph number, title and by page number, a list of tables, figures, etc. Electronic copy of the Cost/Contract Volume shall be submitted on a CD-ROM using either Microsoft Word and/or Excel. The Cost Disks shall not be in “read only” format and any spreadsheets shall be unlinked as to allow for adjusting during the cost realism analysis. No worksheets shall be hidden. All disks shall be virus checked prior to submission. Replacement disks/CD ROMs may be required to update the final proposal resulting from communications, if any. Electronic copies for the Management and Technical volumes shall be submitted on a CD ROM using the Microsoft Office Suite of Word, Excel, and/or Power Point, as applicable. Information not in its appropriate volume and not appropriately referenced may be assumed to have been omitted. Cost/Contract information shall not be included in the Technical/Management Proposals and the proposal shall not exceed the specified length regardless of the reason. All text shall be single spaced and printed black on white paper (black on white requirement does not apply to graphics, photos, etc., company stationary and logo’s are acceptable). The offeror shall not submit verbatim sections of the appendices to this solicitation as part of their proposal. Cross-references should be utilized to preclude unnecessary duplication of data between sections.

L.4.2 Proposal Limitation: The proposal shall not exceed the limits stated above. If the page limits are exceeded, the pages in excess of the limit shall be removed and returned, unread, to the offeror. The Government will not accept any changes to the contractor’s proposal after the closing date of the solicitation (See FAR 15.208 for further information regarding late proposals).

L.4.3 Page Limit Includes: All appendices, charts, graphs, diagrams, tables, photographs, drawing, etc.

L.4.4 Page Limit Does Not Include: Resumes, covers for volumes, tables of contents, indices, title pages, cross-reference indices, and section **dividers**/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. They will be counted if they contain any other information, i.e., diagrams, extraneous data, etc. Pages marked “This page intentionally left blank” will not be counted.

L.4.5 What Counts as a Page: Pages containing text shall be typewritten, on 8-1/2 x 11” paper; however, in case drawings or other graphics are submitted, they should be reduced only to extent legibility is not lost. Fold-outs will be counted as the appropriate number of pages based on an 8-1/2 x 11” sheet of paper. A page printed on both sides will be counted as two pages. Submissions shall be Microsoft Word format, minimum of twelve (12) point font and one (1) inch margins. The offeror shall number each page in order to eliminate any confusion. In the event the offeror creates an ambiguity in their numbering of the pages, the Government may exercise its own discretion in counting pages.

L.4.6 Exceptions/Assumptions. If the offeror finds it necessary to take exception to any of the requirements specified in this solicitation, clearly indicate each such exception in the appropriate volume along with a complete explanation of why the exception was taken and what benefit accrues to the Government. All substantive exceptions to the solicitation requirements (Sections A through M) and supporting rationale shall be identified as such and consolidated into an overview section of the subject volume. An overview section is only required if the offeror takes exception to any requirement in the solicitation. In the event the offeror takes no exception to the stated requirements, a statement to this effect shall be included in the subject volume.

L.5 VOLUME 1 - THE CONTRACT PRICING PROPOSAL

L.5.1 General: The offeror shall provide the following information: a completed SF-33, Section B, Section K, and all data required **by this solicitation and additional data that would be supportive to the Cost Evaluation Team** in making the assessments of cost realism, completeness, and reasonableness set forth in Section M. The cost portion of this volume shall **contain** the offeror's escalated estimated costs and **profit** to successfully complete the proposed work identified in the RFP and delineated in the offeror's proposal. **The Agency Tender shall submit the Standard Competition Form (SCF) in lieu of the SF-33. The Agency Tender shall acknowledge all amendments in writing. The Agency Tender is exempted from submitting Section K.**

L.5.1.1 The figures shall be presented with all **out-years prices/costs escalated to the offeror's satisfaction. Under fixed-price contracts, offerors cannot propose higher Non-Exempt wages than provided in the base year of the contract for option or "out-years". Offerors may propose higher out-year wages for exempt employees under fixed-price. In lieu of this instruction, the Agency Tender shall explain its reasoning for Line 1, Personnel Cost records designated Economic Price Adjustment as Yes or No.**

L.5.1.2 Offerors shall ensure that no pricing information is displayed in the Management, Technical, **Past Performance, and Past Experience** Volumes.

L.5.1.3 The Cost Proposal has no page limitation; however, our goal is to keep the Cost Proposal to as low a page count as necessary for offerors to satisfy the cost evaluation requirements. All final monetary extensions shall be in whole dollars only.

L.5.1.4 The Cost/Contract Volume shall be organized as follows and contain the identified information:

TAB A, Exceptions/Assumptions - Identification and explanation of any exceptions or deviations. Any assumptions used in the proposal preparation must be identified.

TAB B, SF-33 – The SF 33 shall be submitted fully completed. The offeror is cautioned that the SF-33 must contain an original signature in block 17 of the form. The offeror shall acknowledge any amendments to the RFP in accordance with the instructions on the SF-33. **The Agency Tender shall submit the SCF in lieu of the SF-33.**

TAB C, Section B (Supplies or Services and Price/Costs) – SECTION B shall be submitted fully completed and error free. It shall contain the offeror's costs for the established Contract Line Items (CLINS) and SubCLINS set forth in that section. The offeror is cautioned to complete all blanks to identify any CLIN not priced as "Not Separately Priced" or "N/A" as applicable.

TAB D: The Agency Tender and Private Reimbursable Tender are exempt from this requirement. To comply with Section 8014 of the Fiscal Year 2005 Department of Defense Appropriations Act (PL 108-287, August 5, 2004), the U.S. Army Corps of Engineers (USACE) will evaluate prospective offerors as follows: The ratio of health-care costs to direct labor costs will be adjusted upward, if necessary, so that the ratio equals the 5.5% health-benefit factor applicable to an agency or public reimbursable tender under OMB Circular A-76 (see Section H, Special Contract Requirement, Limitation on Conversion to Contractor Performance). USACE will make the adjustment only for purposes of complying with Section 8014, but if a contract is awarded, the contract will be awarded at the proposed price, rather than the adjusted price. The private sector offeror shall provide a breakout as follows:

Total Direct Labor Costs \$ _____

Total Health Coverage Costs for Direct Labor \$ _____

As an example to show how this will be evaluated:

The Cost Evaluation Committee will compute the ratio and adjusted price for purpose of evaluation as shown below:

Total Direct Labor Costs: \$1,000,000
 Total Health Coverage Costs for Direct Labor: \$ 20,000
 Compute the percentage ($\$20,000/\$1,000,000 \times 100 = 2\%$)
 Adjustment ($5.5\% - 2.0\% = 3.5\%$)($\$1,000,000 \times 0.035 - \$35,000$)($\$20,000 = \$35,000 =$
 $\$55,000$)
 Adjusted price for purpose of evaluation ($\$1,000,000 + \$55,000 = \$1,055,000$)

TAB E, Section K (Representatives, Certifications, and Other Statements of Offerors) – The offeror shall ensure that Section K is submitted thoroughly completed with all blocks in each certification/representation completed truthfully and completely. **The Agency Tender is exempt from submitting Section K.**

TAB F, Disclosure of Potential Conflict of Interest - The Agency Tender Official is excluded from submittal of this requirement. Offerors or their subcontractors, who are providing services to the installations directly, or in support of an element of ERDC, or through a subcontractor, need to identify the following:

- Contract Purchase Order or IMPAC purchase for the services.
- Government POC and phone number/email address
- Any disqualification or organizational conflict of interest provision included in a current contract that could affect participation in this acquisition.
- Company POC and phone number/email address.
- Brief description of services.

L.6 VOLUME II - MANAGEMENT PROPOSAL (THIS VOLUME SHALL NOT CONTAIN ANY COST DATA)

L.6.1 The Management Volume will be presented to the Government in the form of an Oral Presentation to the Source Selection Evaluation Board (SSEB). The only written documentation submitted for this volume is the resumes (**or certified position descriptions for the Most Efficient Organization (MEO)**) and slides to be used in the Oral Presentation. The resumes are excluded from the 50-page count for this volume. The hardcopy of the slides submitted may contain notes at the bottom of each slide, providing additional information regarding the content to be briefed. Notes must be contained on the same slide and may not continue on any additional pages. The Oral Presentation slide package shall be submitted with the offeror's proposal and is subject to the provisions of FAR Clause 52.215-1, Instruction to Offerors. The package shall include a listing of the names, firms, and position titles of all presenters. Emphasis should be placed on readability and substance versus style. The Government will not accept for evaluation any additional documentation (such as procedures manuals, administrative handbooks or guides, etc.), which may or may not have been referenced during the presentation. The Government will videotape each offeror's presentation. One copy of the videotape will be provided to the offeror.

L.6.2 Government personnel attending the Oral Presentation will consist of the Contracting Officer, other contracting office staff, as necessary, and members of the SSEB. Only voting members of the SSEB will evaluate and rate the presentations.

L.6.3 Schedule for presentation. Presentations will be scheduled as soon as practicable after the closing date for receipt of proposals. Offerors will be given a minimum of one (1) week notice prior to commencement of their presentation. The order in which offerors will make their presentations to the Source Selection Evaluation Board

will be determined by a lottery drawing by the Contracting Officer after receipt of proposals. Once notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time. Requests from offerors to reschedule their presentations will not be entertained, and no rescheduling of presentations will be done unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process. The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer.

L.6.4 Form of Presentations. Offerors will make their Oral Presentations in person to the Source Selection Evaluation Board. Submission of videotapes, viewgraphs, or other forms of media containing the presentation for evaluation in lieu of an Oral Presentation is not authorized, and such proposals shall be rejected. The Government will provide a screen suitable for projecting slides or overhead transparencies, etc., a flip chart pad, easel, and markers. The offeror is responsible for providing, setting up and removing any equipment used for the presentation that is not specified herein. The offeror shall arrive at the presentation site in sufficient time to accommodate any set-up required.

L.6.5 Time Allowed for Presentations. Each offeror will have a maximum of two (2) hours in which to make its presentation to the Source Selection Evaluation Board. The two hour time frame is inclusive of contractor introductions and presentation. Government requests for clarification will occur at the end of the presentation. The time for Government clarifications will not be included in the two hour presentation time.

L.6.6 Documentation. The oral presentation slide package must be structured to provide an overview of the following:

L.6.6.1 Address program management by presenting an organizational chart and supporting rationale portraying your business structure and proposed organization for managing this requirement. Specifically discuss approaches/methods/innovations and how your management and organization structure represents the functional areas of the PWS. Presentation must define each organizational element, the direct lines of control, key personnel, responsibilities, functional relationships, the authority between the program management office and the contractor's other organizational elements, and policies and management methods to assure performance and responsiveness to the requirements of the PWS.

L.6.6.2 Key Personnel Qualifications. The oral presentation shall furnish the qualifications on the personnel identified by the offeror as "Key Personnel." (See Key Personnel provision in Section H). The qualifications submitted shall address at a minimum education, professional experience, specific experience, professional awards and other relevant activities and achievements. NOTE: The Agency Tender Official shall submit Position Descriptions only in lieu of resumes for each of its key positions. **However, the Agency Tender Official may submit resumes subject to applicable federal laws.** For each person proposed, the offeror shall provide the following additional information:

If the individual is being proposed for other positions in response to other solicitations;
If the individual is assigned to other major projects and how they will be made available for this effort;
If the individual, if not employed by the offeror at the time of the submittal, has given the offeror a firm commitment to accept the position, if the offeror is awarded the contract.

In the event the offeror becomes aware that key personnel have become unavailable as proposed, qualifications of replacement individuals(s) shall be submitted to the Government for consideration. A written narrative explaining the reasons for the change shall accompany the qualifications. Any changes in personnel may affect the overall evaluation if the qualifications and/or experience of the replacement employee are determined to be different from the original submission.

L.6.7 Offeror's Oral Presentation Team. Only members of the offeror's or subcontractor's in-house staff shall participate in the presentation. The only exception is that any individuals who are proposed to perform on the contract, such as the Program Manager, but who are not currently employed by the offeror/subcontractor, may participate in the presentation. For any portion of the work to be subcontracted out, members of the subcontractor's staff shall make that portion of the presentation relating to the work its firm will be performing. Within those

constraints, offerors shall have the option of selecting the participants to make their firm's oral presentation to the Government Source Selection Evaluation Board.

L.6.8 Requests for Clarification of Oral Presentation Points.

L.6.8.1 Upon completion of the oral presentation, the Source Selection Evaluation Board will evaluate the presentation to determine areas that require clarification. The question and answer session will be to clarify any area of the Oral Presentation that is not clear to the Source Selection Evaluation Board. Neither the presentation nor any associated session will constitute negotiations within the meaning of FAR 15.306(d), will not obligate the Government to conduct discussions, or solicit/entertain revised offers. The Q&A session will be used to clarify any area of the oral presentation that is not clear to the Source Selection Evaluation Board (SSEB) members.

L.6.8.2 Offerors will have until 4:00p.m. E.T. on the 3rd business day following the conclusion of the oral presentation to submit further clarifications and responses to questions to the contract specialist listed on the front of the SF-33, block 10. The final submittal document must be signed by the offeror's principal members and be submitted in a clearly identified original hardcopy version (original plus four copies), and provided electronically on a CD-ROM. Submissions shall be in Microsoft Word format, minimum of twelve (12) point font and one (1) inch margins.

L.7 VOLUME III – TECHNICAL PROPOSAL (THIS VOLUME SHALL NOT CONTAIN ANY COST DATA)

L.7.1 The Technical Volume shall be organized and contain the following information.

TAB A, Exceptions/Assumptions - Identification and explanation of any exceptions or deviations. Any assumptions used in the proposal preparation must be identified.

TAB B, Phase-In Plan - A **Phase-In Plan** in accordance with PWS requirements shall be submitted for Government use in the offeror's evaluation. **The Phase-In plan shall include details to minimize disruption and start-up requirements. The Phase-In plan shall consider recruiting, hiring, training, security limitations, and any other special considerations .**

TAB C, Quality Control Plan - A **Quality Control Plan**, in accordance with the Quality Control Program listed in the PWS requirements shall be submitted for Government use in contractor evaluation. **The Quality Control Plan shall describe the internal staffing and procedures that the prospective provider will use to meet the quality, quantity, timeliness, responsiveness, customer satisfaction, and other service delivery requirements in the PWS.**

TAB D, Technical Approach including Staffing Plan - The **offeror shall provide a Staffing Plan**, without cost information, **for the phase-in and performance periods (to include Option periods) that clearly depict the total number of productive man-hours and associated Full Time Equivalents (FTE's) for each proposed labor category.** All cross utilization of the labor force shall be clearly explained and depicted.

L.7.2 The Technical Volume shall be in written format. It shall, at a minimum, be prepared in a form consistent with the Performance Work Statement (PWS) and the evaluation criteria for award set forth in Section M of this solicitation. ***The offeror's proposal shall address task requirements to the fourth level of the WBS/PWS (i.e., offeror will address how they will perform the work in the PWS down to the fourth level of the WBS/PWS).*** The volume shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the offeror's technical competence and ability to comply with the contract task requirements specified in the PWS, including Contract Data Requirements List (CDRL) preparation and submission. The offeror shall address as specifically as possible the actual methodology you would use for accomplishing the PWS.

L.7.3 To facilitate evaluation, the Technical Volume shall be specific, detailed, and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements for the accomplishment of

the effort. Statements that the offeror understands, can, or will comply with the PWS (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as “standard procedures will be employed” or “well known techniques will be used,” etc., will be considered unacceptable. Offerors should note that only data submitted with this proposal shall be considered. Therefore, such data should not be relied upon nor incorporated in the Technical Volume by reference.

L.7.4 The Technical Volume shall address how tasks in each functional area (except Quality Control – see below) of the PWS will be accomplished by addressing how you will be organized and staffed along with specifically describing how work will be scheduled (including use of any automated systems or workloading procedures), proposed work processes and outputs, process interfaces, innovations, assumptions of support, and cross-utilization training and plans. For depicting manpower, provide a staffing plan (manpower matrices) showing the proposed total overall manning by work years and labor category for each functional area and supervisory level. Separate sets of matrices are required for the basic contract period of performance and each of the option years.

L.7.5 For the Quality Control program, the technical volume shall explain the offeror’s philosophy, methods, and techniques to ensure quality and consistency of effort in the performance of the PWS. The offeror shall include details of the proposed quality control plan including training, inspection system, corrective measures, and documentation, including notifying the Government COR, within one business day, when a specific PWS performance standard is not met, why the performance standard was not met, corrective action taken, and how they will prevent future occurrences. Describe the organizational freedom to identify and evaluate quality problems/discrepancies, to provide recommended solutions, and ensure corrective action is taken. Provide manpower matrices for the Quality Control functional area. Matrices are required to show the proposed total overall manning by work years and labor category for the QC functional area. Separate sets of matrices are required for the basic contract period of performance and each of the option years.

L.8 VOLUME IV – PAST PERFORMANCE

L.8.1 Each offeror shall submit a past performance volume with its proposal by using the Past Performance Questionnaire included in Section J. The Agency Tender is excluded from this submission. Past performance will detail how well the offeror performed the job.

L.8.2 The offeror shall ensure that the documentation below is supplied by the evaluating agency to the Contracting Officer by solicitation closing date (it is the offeror’s responsibility to follow up with the evaluating agency to ascertain if the required information has been forwarded prior to the established closing date).

L.8.2.1 The Past Performance Questionnaire attached in Section J shall be used. This questionnaire shall be forwarded to a minimum of three (3) agencies/companies for which the offeror has performed similar services (**contracts of \$1,000,000 or more**), preferably DPW, related operations, within the past thirty-six (36) months. Each significant subcontractor (subcontracts of \$500,000 or more) proposed for this effort shall also provide the past performance questionnaire from a minimum of three (3) references. The offeror shall inform each evaluator that the U.S. Army Corps of Engineers, Baltimore District shall use their response in the evaluation of Past Performance for solicitation W912DR-05-R-0002.

L.8.2.2 As additional data, the offeror shall provide the required information concerning termination actions. The information shall be submitted for ALL contracts it has had terminated, in whole or in part, for default during the past 3 years and any contracts which are currently in the process of such termination. This information is required for any contract, similar or not to the proposed effort. A copy of any cure notices or show cause letters received on each contract and a description of any corrective action by the offeror or proposed subcontractor shall be submitted.

L.8.2.3 The evaluating agency may submit the completed questionnaire by mail, electronic mail or facsimile transmission. All telefaxed or e-mailed transmissions must be forwarded by the evaluating activity.

Confirmation that the transmission came from the evaluating agency must be obtainable. The telephone number of the telefaxed transmission or e-mail address will suffice as confirmation that the transmission was forwarded from the evaluating agency.

1. Mail transmittal. The completed questionnaire shall be returned to:

U.S. Army Engineer District, Baltimore
ATTN: W912DR-05-R-0002 (Ms. Cathey Robertson)
PO Box 1715, CENAB-CT
Baltimore, MD, 21203-1715

2. Electronic mail transmittals. The completed questionnaire may be e-mailed to: cathey.robertson@nab02.usace.army.mil

3. Faxed transmittals. The completed questionnaire may be submitted to:

US Army Engineer District, Baltimore
Telefax: (410) 962-2663
ATTN: W912DR-05-R-0002 (Ms. Cathey Robertson)

L.8.2.4 Offerors are reminded that both independent data and data provided by offeror's in their proposals may be used by the Government to evaluate offeror past performance. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or a less than acceptable performance rating by the Government. In the case of an offeror without any relevant past performance history, past performance will be evaluated as "neutral." If the past performance information is negative, the contractor will be given an opportunity to provide rebuttal.

L.8.3 No submittals (mailed, e-mailed, or faxed) will be accepted directly from the offeror being evaluated. The offeror shall verify completion and submittal of the forms with the agencies/companies to which they provided the questionnaire.

L.8.4 All written comments will be taken into account and could affect the overall rating. The overall past performance evaluation is a subjective decision based on the whole of all data received. Offerors with no past performance who have participated in contracts of similar size and complexity may provide the equivalent information on company officials and/or personnel proposed for this action. If the offeror has no past performance, they will be rated as "neutral."

L.9 PAST EXPERIENCE

L.9.1 Each offeror shall submit a past experience volume with its proposal in accordance with the format contained in the below paragraphs with the exception of the Agency Tender, who is excluded from this submission. Past Experience will detail the offeror's relevant work.

L.9.2 The offeror shall include documentation regarding their relevant past experience as it directly relates to the work being procured under this solicitation. The offeror **SHALL NOT** go back any farther than 36 months for the submitted data. To illustrate the offeror's past experience, the following documentation shall be submitted to the location identified on the Standard Form 33 (responses are limited to two pages per contract):

L.9.2.1 The offeror shall provide documentation outlining the offeror's past experience with contracts (minimum of three (3) contracts of \$1,000,000 or more as a prime or three (3) contracts of \$500,000

or more as a major subcontractor which is the same or similar in nature, size, and complexity to the work specified in the solicitation. The submittal shall include rationale on how it was determined that the work performed previously was the same or similar in nature, size, and complexity to the work specified by this solicitation. Non-Government contracts may be used if Government contracts are not available. The documentation shall be submitted in the following format:

- Contract Number, Award Date and Contract type.
- Price/Cost - original awarded AND final (or projected final, if contract is current).
- Delivery Schedule - original AND final (or projected final, if the contract is current).
- Address and telephone number for the Government (or commercial) procuring contracting activity AND contract administrative activity (if applicable).
- Name, telephone number, fax number and e-mail address for the following:
 - Procuring Contracting Officer (PCO)
 - Administrative Contracting Officer (ACO)
 - Government or commercial contracting activity technical representative or COR

L.9.2.3 Offerors may also submit data on prior contracts involving its officers and/or personnel proposed for this action. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited.

L.9.2.4 Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the proposed service provider's corporate entity and among proposed subcontractors. Information required in the above paragraphs shall be provided for each proposed subcontractor who will perform a significant portion of the effort. "Significant" is defined for these purposes in terms of estimated dollar amount of the subcontract (e.g., \$500,000 or more). With regard to prime contract assignments that will be performed by the prime service provider and not a proposed subcontractor, the prime service provider shall indicate:

- What internal corporate bodies/divisions will accomplish which portions of the effort?
- Whether or not those divisions were responsible for performance under the previous contracts cited for the instant proposal, and
- If those divisions have relocated since the accomplishment of previous cited contract efforts, a description of any changes arising from that relocation in terms of key personnel, facilities and equipment.

L.9.2.5 Offerors shall include in their proposal the written consent of these proposed significant subcontractors to allow the Government to discuss the subcontractor's past experience evaluation with the offeror during any discussions. Subcontractors with no past experience who have participated in contracts of similar size and complexity may provide the equivalent information on company officials and/or personnel proposed for this action.

L.9.2.6 Offerors are reminded that both independent data and data provided by offeror's in their proposals may be used by the Government to evaluate offeror past experience. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past experience information remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or a less than acceptable rating by the Government.

L.9.3 All written comments will be taken into account and could affect the overall rating. The overall past experience evaluation is based on the whole of all data received.

SECTION M - PROPOSAL EVALUATION CRITERIA

BASIS FOR SELECTION OF SUCCESSFUL OFFER OR AGENCY TENDER

(a) **Lowest Price Technically Acceptable Source Selection:** The evaluation will determine which offer or tender is technically acceptable with the lowest total proposed price deemed reasonable and realistic. The evaluation criteria contained herein (see Factors to be Evaluated) shall be used to make that determination. The successful offeror's proposal must receive an *overall* rating of "technically acceptable" once all factors and subfactors have been assessed. For purposes of evaluation, factors and subfactors designated for assessment, with the exception of cost, will be assigned adjectival ratings as listed and defined below:

"Technically Acceptable" is defined as any proposal which can be awarded "as is" and contains few, if any, minor weaknesses. It meets or exceeds the Government's minimum needs and the Government is confident that the offeror can successfully perform the services.

"Technically Unacceptable" is defined as any proposal that contains major weaknesses which prohibit successful contract performance and/or could only become eligible for award if it were substantially revised. It does not meet the Government's requirements and the Government has no confidence that the offeror can successfully perform the services.

"Neutral" is defined as an offeror without a record of relevant past performance or for whom information on past performance is not available. In this case the offeror may not be evaluated favorably or unfavorably on past performance. NOTE: This adjectival rating only applies to the Past Performance.

(b) The Government will review the offeror's cost proposal to determine, completeness, reasonableness and cost realism.

(c) It is the Government's intent to award without discussions. However, IAW FAR Part 15.306, should discussions become necessary, the Government reserves the right to hold them. If this occurs, firms remaining in the competition will be determined and offerors notified. Offerors are urged to reflect their best possible potential costs, since less than the best potential costs could result in exclusion of the proposal from further consideration.

(d) Offerors are reminded that unsupported promises to comply with the contractual requirements are not sufficient. Proposals must not merely "parrot" back the contractual requirements, but must provide convincing evidence in support of any conclusion statements relating to promised performance. The offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price should be explained in the proposal. Unexplained inconsistencies resulting from the offeror's lack of understanding of the nature and scope of the work required may be grounds for rejection of the proposal.

EVALUATION CRITERIA

An evaluation of all offers and tenders will be made in accordance with the criteria set forth below. Evaluation criteria consist of factors and sub-factors. A proposal must first be determined to be "technically acceptable" to be considered for award, and then cost becomes the controlling factor among those proposals rated technically acceptable. There will be no ranking or scoring of proposals. Each factor and subfactor will be given a rating of "technically acceptable," "technically unacceptable," or "neutral", with the exception of cost. The individual members of the SSEB will evaluate each proposal (both oral and written elements) in relation to each factor, and then the board will give a consensus rating. Each factor, with the exception of cost, will receive a rating, and then there will be an overall roll-up rating of the proposal as a whole. The overall evaluation of the offeror's technical capability to perform shall be based on all the evaluation factors stated below.

FACTORS TO BE EVALUATED

The technical proposals will be evaluated against four (4) evaluation factors: Technical, Management, Past Performance, and Past Experience. All factors are of equal importance. A price analysis and cost realism will be conducted on all cost proposals.

(a) Technical Factor: Subfactors to be evaluated under Technical include the following. All subfactors are of relatively equal importance.

(1) Phase-In Plan - Does the Phase-In Plan demonstrate a thorough and clear plan for phase-in with a high probability for success? Does the offeror present an adequate plan for recruiting and retaining the required staffing level, to include key personnel, necessary to provide complete contractual support from Phase-In through expiration of the contract? **Does the Phase-In Plan include a reasonable approach and sufficient resources to accomplish the Baseline Study required of C.1.? Does the phase-in plan minimize disruption, adverse personnel impacts, and start-up requirements? Does the phase-in plan address any security limitations?**

(2) Does the offeror provide a clear and easily understood staffing plan that provides sufficient detail to determine that the offeror can provide a sufficiently skilled and adequate work force (including any cross-utilization of personnel proposed) to perform all the requirements, including workload surges and after duty hours requirements?

(3) Does the offeror provide an adequate description of each functional area including the identification of major work processes, process interfaces, and the outputs of these processes? Does the offeror's technical approach ensure efficient, quality, and timely performance? **Does the offeror demonstrate through its risk mitigation plan a thorough knowledge of the critical performance elements it must manage for a high probability of successful performance? Did the offeror submit quality performance standard(s) for each TE-1, Performance Requirements? Did the offeror identify the facilities and sufficiently describe their planned usage to include length of time it plans to occupy Government facilities?**

(4) Does the offeror adequately describe how work will be scheduled, to include employment of any automated systems or workloading procedures?

(5) Quality Control - Does the offeror's Quality Control Plan describe the relationship between his quality control personnel and the proposed organization including reporting requirements? Is the offeror's Quality Control Plan practical, consistent with quality concepts, and provide for an effective measure of contract performance? Does the plan include feedback mechanisms and corrective action methods?

(b) Management Factor: Subfactors to be evaluated under Management include the following. All subfactors are of relatively equal importance.

(1) Organizational Structure. Does the offeror adequately address interfaces between project management and administration and the functional areas? Does the offeror adequately address interfaces between just the functional areas?

(2) Does the offeror propose adequate management procedures for monitoring and analyzing performance indicators necessary to ensure timely quality work and cost control?

(3) Staffing and Key Personnel - Do the resumes submitted for key personnel adequately meet the requirements of the PWS including certification requirements? NOTE: Agency Tender is only required to submit Position Descriptions in lieu of resumes for each of its key positions. **However, the Agency Tender Official may submit resumes subject to applicable federal laws.**

(c) Past Performance – Does the offeror’s relevant past performance history indicate a pattern of conformance to contract requirements and demonstrate satisfactory performance of contracts of similar **services (contracts of \$1,000,000 or more), preferably DPW, and related operations for work specified in the solicitation? Does the offeror’s significant subcontractor(s), if any, (subcontracts of \$500,000 or more) provide relevant past performance history on similar services and related operations for work specified in the solicitation?** Does the offeror demonstrate cost control experience under contracts similar in type and complexity (**contracts of \$1,000,000 or more or \$500,000 or more for significant subcontractors**) to that contemplated by this solicitation? The Agency Tender is exempt from this evaluation factor and shall not submit any past performance data.

(d) Past Experience - **Does the offeror’s experience, as a prime or major subcontractor demonstrate that they have the relevant experience on a minimum of three projects completed within the past 36 months? The projects must be of relevant size and complexity and at a contract value of at least \$1,000,000 as a prime or \$500,000 as a major subcontractor. Proposed significant subcontractors must also meet this minimum acceptability requirement. “Significant” is defined for these purposes in terms of estimated dollar amount of the subcontract (e.g., \$500,000 or more).** The Agency Tender is exempt from this evaluation factor and shall not submit any past experience data.

(e) Cost Factor: Price will not be evaluated with a rating system other than the computation for the private sector offerors, required under PL 108-287, August 5, 2004, Section 8014 of the Fiscal Year 2005 Department of Defense Appropriations Act (See Section H and Section L5.1.4). The government will assess price for completeness, reasonableness, and cost realism. Further, proposals will be evaluated by utilizing the OMB mandated COMPARE software for A-76 competitions. An evaluation will be performed on the total proposed price, to include phase-in, basic performance period, and all option years. The price analysis will be an Independent Government review and evaluation of each offerors proposed price for completeness, reasonableness, and cost realism.

(f) Performance Decision: The basis for award is Lowest Price/Technically Acceptable. The performance decision shall be based on the lowest price of all offers and tenders determined to be technically acceptable. The Contracting Officer shall sign the Standard Competition Form (SCF) and the Source Selection Authority (SSA) shall certify the SCF, in accordance with Attachment C of the OMB Circular No. A-76 (May 29, 2003). The SSA makes the performance decision by certifying the SCF.

(End of Summary of Changes)